

Refer to the "Rules and Regulations for Planned Conservation Residential Community (PCRC) Special Permits" available from the Planning Department for details on the information and fees required for this application. Contact the Planning Department at 978-264-9636 with any questions concerning the Rules. Incomplete applications may be denied.

JUN 23 2006

TOWN OF ACTON
PLANNING DEPARTMENT

1. Location and Street Address of Site 608 QUARRY ROAD TOWN OF ACTON PLANNING DEPARTMENT
- Name of Proposed Development PEET P.C.R.C. - QUARRY W
2. Applicant's Name: CREIGHTON + VIN PEET
Address: 157 SCHOOL STREET, WAYLAND, MA.
Telephone 508-655-6014
3. Record Owner's Name: CREIGHTON + VIN PEET
Address: 157 SCHOOL STREET, WAYLAND, MA.
Telephone 508-655-6014
4. Zoning District(s) of Parcel(s) RES. 10-8
Town Atlas Map(s)/ Parcel Number(s) MAP C5-PCL-11
5. a) Total Area of Development 12.9 ac. b) Number of dwelling units proposed 2
c) Number of Affordable Units 0 d) Number of Handicapped Units 0
e) Total Area of Common Land 9.2 ac. f) Percent common land 71
Percent impervious 0.70
g) Total length of road(s) in feet: Public 0 Private 1300 (DRIVEWAYS)
h) Number of parking spaces: Total 13 Per unit 2
i) Method of sewage disposal ON SITE SEWAGE DISPOSAL SYSTEM
6. Deed Book & Page number(s) or Land Court Certificate number(s): BK. 41598 PG. 399

The undersigned hereby certify that the information on this application and plans submitted herewith is correct, and that the application complies with all applicable provisions of Statutes, Regulations, and Bylaws to the best of his/her knowledge. The above is subscribed to and executed by the undersigned under the penalties of perjury in accordance with Section 1-A of Chapter 268, General Laws of the Commonwealth of Massachusetts.

6-22-06
Date

I hereby assert that I have knowledge of and give my consent to the application presented above.

6-22-06
Date

ACTON PLANNING BOARD

NOTICE OF PUBLIC HEARING

In accordance with the provisions of Massachusetts General Laws, Chapter 40A, Section 9, the Acton Planning Board will hold a public hearing on _____, 200__ at _____ P.M., in the Acton Memorial Library, 486 Main St., Acton, MA on the petition of CREIGHTON + VIN PEET for approval of a PLANNED CONSERVATION RESIDENTIAL COMMUNITY SPECIAL PERMIT for the parcel located at 68 SQUARRY ROAD and shown on Town Atlas Map C5, parcel 11.

(If AFFORDABLE DWELLING UNITS are proposed, please add the following sentence to the notice: It is proposed that the Planned Conservation Residential Community contain AFFORDABLE DWELLING UNITS in accordance with the provisions of the BYLAW.)

Please note the following information:

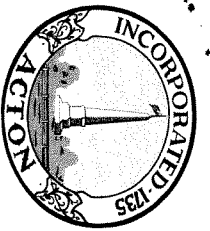
Such permits may be granted by the Planning Board under Massachusetts General Law, Chapter 40A and the Acton Zoning Bylaw in accordance with the "Planned Conservation Residential Community (PCRC) Special Permit Rules and Regulations" all of which are available for review or purchase at the offices of the Planning Board, and the Town Clerk. A copy of the application is also available for review at these offices in Town Hall between 8:00 AM and 5:00 PM, Monday through Friday.

The applicant or his/her representative will be at the hearing to present the reason(s) why the permit should be granted.

When the applicant or his/her representative has concluded their presentation, the Chairman of the Board will allow the Board members to speak to the matter under consideration or to raise questions and concerns. Subsequently, the Chairman will give the public the same opportunity to speak to the matter under consideration or to raise questions and concerns.

The Chairman will not allow any member of the public to interrupt anyone else while they are speaking. Each person wishing to speak at the hearing should be as brief as possible and should wait his/her turn. Each person speaking should avoid repeating the comments of those who preceded them. Each person speaking should state their name and address before they make their statement or ask questions.

Any party may appear in person, by agent, or by attorney at any hearing. When all of the facts have been presented and all persons wishing to speak on the petition have been heard, the Chairman will close the hearing. In no case will the Board allow new evidence to be admitted after the close of the public hearing unless this evidence was requested by the Board prior to the close of the public hearing.



Town of Acton
472 Main Street
Acton, MA 01720
Telephone (978) 264-9622
Fax (978) 264-9630

rian McMullen
Assistant Assessor


Locus: Quarry Rd Fear
Parcel: C5-11

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
FF QUARRY RD	B5-33	TOWN OF ACTON	472 MAIN STREET	ACTON	MA	01720	
FF QUARRY RD	B5-34	TOWN OF ACTON	472 MAIN STREET	ACTON	MA	01720	
QUARRY RD	C5-3	TOWN OF ACTON	472 MAIN STREET	ACTON	MA	01720	
2 HARRIS ST	C5-10	TOWN OF ACTON	472 MAIN STREET	ACTON	MA	01720	
2 HARRIS ST REAR	C5-10-1	TOWN OF ACTON	472 MAIN STREET	ACTON	MA	01720	
2 ALEXANDRA WY	C5-24	TOWN OF ACTON	472 MAIN ST	ACTON	MA	01720	
3 QUARRY RD	C5-25	GREEN JOHN F & MAGEE JANET C	62 A CALCAN CIRCLE	E WEYMOUTH	MA	02188	
3 ALEXANDRA WY	C5-45-3	JIANG MIN	ZHANG CHAOJUN	19 ALEXANDRA WY	ACTON	MA	01720
3 ALEXANDRA WY	C5-45-4	WALKER JAMES J JR	WALKER PEGGY J	20 ALEXANDRA WY	ACTON	MA	01720
7 REEVE ST	C5-45-5	RUSSELL DANA C		17 REEVE ST	ACTON	MA	01720
3 ALEXANDRA WY	C5-45-6	JOSHI VINEETA	JOSHI CHANDRA	18 ALEXANDRA WY	ACTON	MA	01720
7 ALEXANDRA WY	C5-45-7	ZHU YANYI		17 ALEXANDRA WY	ACTON	MA	01720
3 ALEXANDRA WY	C5-45-8	QIU-FAN ZHU	QIU XINRONG	16 ALEXANDRA WY	ACTON	MA	01720
3 ALEXANDRA WY	C5-45-9	ROSAMOND JOHN D	ROSAMOND VIRGINIA J	15 ALEXANDRA WY	ACTON	MA	01720
3 ALEXANDRA WY	C5-45-10	RICHARD III CHARLES W	RICHARD KATHLEEN W	15 REEVE ST	ACTON	MA	01720
3 REEVE ST	C5-45-11	MENON SUNIL K	C/O VIDYA KULKARUI	ACTON REAL ESTATE	371 M. ACTON	MA	01720
4 ALEXANDRA WY	C5-45-12	ZHOU HONGYI	CHENG XIAN	13 REEVE ST	ACTON	MA	01720
3 REEVE ST	C5-45-13	AT ALAY NURETTIN		12 ALEXANDRA WY	ACTON	MA	01720
2 ALEXANDRA WY	C5-45-14	TUPL SRINATH P	SRINATH NEELA	11 ALEXANDRA WY	ACTON	MA	01720
1 ALEXANDRA WY	C5-45-15	MARATT DOMINIC JOSEPH	MARATT JELLY DOMINIC	6 REEVE ST	ACTON	MA	01720
REEVE ST	C5-45-16	CHEN SUHE	PAN NING	11 REEVE ST	ACTON	MA	01720
3 ALEXANDRA WY	C5-45-17	KIM INHO	CHO-KIM YOON JUNG	10 ALEXANDRA WY	ACTON	MA	01720
REEVE ST	C5-45-18	ZHU XIAO YAN	YAO JIANGUO	4 REEVE ST	ACTON	MA	01720
REEVE ST	C5-45-19	ATADJA PETER W	ATADJA CYNTHIA W	9 REEVE ST	ACTON	MA	01720
ALEXANDRA WY	C5-45-20	GUZOVSKIY ALEKSANDR		8 ALEXANDRA WY	ACTON	MA	01720
REEVE ST	C5-45-21	OBINATA HISAHARU		1 REEVE ST	ACTON	MA	01720
REEVE ST	C5-45-22	LIU ZHAO	XIA HUI	3 REEVE ST	ACTON	MA	01720
REEVE ST	C5-45-23	AN HONG	ZHANG XIANGWEI	5 REEVE ST	ACTON	MA	01720
REEVE ST	C5-45-24	HERSHENOW ANDREW B		7 REEVE ST	ACTON	MA	01720
ALEXANDRA WY	C5-45-25	PANI SUBRAT	PANI GEETANJALI	6 ALEXANDRA WY	ACTON	MA	01720

butters and owners of land directly opposite on any public or private street or way and abutters to the abutters within three hundred feet of the
property line all as they appear on the most recent applicable tax list.

**EARING NOTICES FOR ALL SPECIAL PERMITS MUST BE SENT TO THE
LANNING BOARD, TOWN HALL IN THE FOLLOWING TOWNS:**

oxborough, MA 01729	Maynard, MA 01754	Concord, MA 01742	Littleton, MA 01460
artisle, MA 01741	Stow, MA 01775	Westford, MA 01886	Sudbury, MA 01776


Kimberly Hoyt
Assessing Clerk

22-Mar-06

DEVELOPMENT IMPACT REPORT

Please type or print information in blanks below.

1. Name of Proposed Subdivision Quarry Woods
2. Location 68 Quarry Road
3. Name of Applicant(s) Creighton + Yin Peet
4. Brief Description of the Proposed Project DEVELOPMENT OF TWO RESIDENCES WITH AN ART STUDIO,
5. Name of Individual Preparing this DIR THOMAS P. DiPersio
Address THOMAS LAND SUR. + ENG. CONSULT. Business Phone 978-562-3981
265 WASHINGTON ST., HUDSON, MA. 01749
6. Professional Credentials PROF. REG. LAND SURVEYOR

A. Site Description

7. Present permitted and actual land uses by percentage of the site.

Uses	Percentage
Industrial	0
Commercial	0
Residential	100
Forest	100
Agricultural	0
Other (specify)	

8. Total acreage on the site: 12.9 acres.

Approximate Acreage	At Present	After Completion
Meadow or Brushland (non agriculture)	0	0
Forested	12.9	10.3
Agricultural (includes orchards, cropland, pasture)	0	0
Wetland	2.57	2.57
Water Surface Area	0.29	0.29
Flood Plain	0	0
Unvegetated (rock, earth, or fill)	0.32	0.32
Roads, buildings and other impervious surfaces	0	0.10
Other (indicate type)		

9. List the zoning districts in which the site is located and indicate the percentage of the site in each district. *Note: be sure to include overlay zoning districts.*

District	Percentage
RES. 10-8	100
AFFORD. HOUSING - A	100
GROUNDWATER - ZONE 3	39
" " 4	61

10. Predominant soil type(s) on the site: CHARLESTON - ALLIS ROCK OUTCROP

Soil drainage (Use the US Soil Conservation Service's definition)

Soil Type	% of the Site
Well drained	2
Moderately well drained	24
Poorly drained	76

11. Are there bedrock outcroppings on the site? ☒ yes ☐ no

12. Approximate percentage of proposed site with slopes between:

Slope	% of the Site
0 - 10%	45
10 - 15%	26
greater than 15%	29

13. In which of the Groundwater Protection Districts in the site located? How close is the site to a public well? Zone(s) 3+4 Proximity to a public well: 1300 ± feet

14. Does the project site contain any species of plant or animal life that is identified as rare or endangered? (Consult with the Massachusetts National Heritage Program and the Acton Natural Resources Director). ☐ yes ☒ no

If yes, specify: _____

15. Are there any unusual or unique features on the site such as trees larger than 30 inches D.B.H., bogs, kettle ponds, eskers, drumlins, quarries, distinctive rock formation or granite bridges? ☒ yes ☐ no

If yes, specify: QUARRY

16. Are there any established foot paths running through the site or railroad right of ways? ☒ yes ☐ no If yes, specify: EXISTING CART PATHS

17. Is the site presently used by the community or neighborhood as an open space or recreation area? ☐ yes ☒ no

Is the site adjacent to conservation land or a recreation area? ☒ yes ☐ no

If yes, specify: THE SITE IS SURROUNDED BY TOWN OWNED OR CONTROLLED OPEN SPACE.

18. Does the site include scenic views or will the proposed development cause any scenic vistas to be obstructed from view? ☐ yes ☒ no

If yes, specify: _____

19. Are there wetlands, lakes, ponds, streams, or rivers within or contiguous to the site? ☒ yes ☐ no

If yes, specify: BORDERING VEGETATED WETLANDS, VERNAL POOLS AND A QUARRY.

20. Is there any farmland or forest land on the site protected under Chapter 61A or 61B of the Massachusetts General Laws? ☐ yes ☒ no

If yes, specify: _____

21. Has the site ever been used for the disposal of hazardous waste? Has a 21E Study been conducted for the site? ☐ yes ☒ no

If yes, specify results: _____

22. Will the proposed activity require use and/or storage of hazardous materials, or generation of hazardous waste? ☐ yes ☒ no

If yes, specify _____

23. Does the project contain any buildings or sites of historic or archaeological significance? (Consult with the Acton Historic Commission or the Action Historical Society.) ☐ yes ☒ no

If yes, please describe _____

24. Is the project contiguous to or does it contain a building in a local historic district or national register district? ☐ yes ☒ no

25. Is the project contiguous to any section of the Isaac Davis Trail?
___ yes ___ no If yes, please describe UNKNOWN

B. Circulation System

26. What is the average weekday traffic and peak hour traffic volumes generated by the proposed subdivision?

Average weekday traffic		<u>10</u>
Average peak hour volumes	morning	<u>5</u>
Average peak hour volumes	evening	<u>4</u>

27. Existing street(s) providing access to proposed subdivision:

Name QUARRY ROAD Town Classification PUBLIC

28. Existing intersection(s): list intersections located within 1000 feet of any access to the proposed development:

Name of ways NONE WITHIN 1000 FEET

29. Location of existing sidewalks within 1000 feet of the proposed site? _____

30. NONE WITHIN 1000 FEET ALONG QUARRY RD.

30. Location of proposed sidewalks and their connection to existing sidewalks:

NONE PROPOSED

31. Are there parcels of undeveloped land adjacent to the proposed site? X yes ___ no

Will access to these undeveloped parcels be provided within the proposed site?

___ yes X no If yes, please describe _____

If no, please explain why ADJACENT PARCELS ARE TOWN OWNED.

C. Utilities and Municipal Services

32. If dwelling units are to be constructed, what is the total number of bedrooms proposed? 7

33. If the proposed use of the site is nonresidential, what will the site be specifically used for and how many feet of Gross floor area will be constructed?

6000 S.F. Studio

34. Storm Drainage

- a. Describe nature, location and surface water body receiving current surface water of the site: ADJACENT WETLANDS

- b. Describe the proposed storm drainage system and how it will be altered by the proposed development: With the exception of the first 100 feet of

DRIVEWAY, All DRIVEWAYS AND PARKING AREAS will be
CRUSHED STONE SURFACES.

- c. Will a NPDS Permit be required? yes X no

35. In the event of fire, estimate the response time of the fire department (consult with Fire Dept.) 9 MINS,

36. Schools (if residential)

a. Projected number of new school age children: 4

b. Distance to nearest school: 3.8 miles

E. Measures to Mitigate Impacts

Attach brief descriptions of the measures that will be taken to:

37. Prevent surface water contamination.
38. Prevent groundwater contamination.
39. Maximize groundwater recharge.
40. Prevent erosion and sedimentation.
41. Maintain slope stability.
42. Design the project to conserve energy.
43. Preserve wildlife habitat.
44. Preserve wetlands.
45. Ensure compatibility with the surrounding land uses.
46. Control peak runoff from the site so that the post-development rate of runoff will be no greater than the predevelopment rate of runoff for the 10-year storm event..
47. Preserve historically significant structure sand features on the site.
48. To mitigate the impact of the traffic generated by the development.

SEE
Attached
SHEET

Please use layman's terms where possible while still being accurate and comprehensive. Where appropriate, graphics shall be used. List sources of data, reference materials, and methodology used to determine all conclusions. Use additional sheets as necessary.

SURFACE WATER CONTAMINATION:

Prior to any construction activity or tree removal, erosion controls will be installed per approved plan and maintained in place until the area has been stabilized and plantings have gone through one growing season. Construction vehicles will not be allowed to re-fuel within any buffer zone areas on the site. Construction vehicles will not be allowed to park overnight within any buffer zone areas. Construction materials will be stockpiled in designated areas protected by erosion controls. All erosion controls will be inspected on a weekly basis and replaced or repaired immediately.

GROUNDWATER CONTAMINATION:

All measures outlined above will also assist in protecting groundwater from contamination. The sewage system will be designed to meet the Town of Acton Board of Health regulations as well as Title V of the State Sanitary Code.

MAXIMIZE GROUNDWATER RECHARGE:

With the exception of the first one hundred (100) feet of driveway coming in from Quarry Road, the remaining driveways and parking lot will be surfaced with a base of gravel and a driving surface of crushed stone. This will allow surface water recharge over all driveway surfaces and the parking lot. Roof drains will be collected and directed into dry wells.

PREVENT EROSION AND SEDIMENTATION:

During the construction process every effort will be made to ensure that surface water flow is not allowed to channel towards a wetland area. Stockpiles of extra hay bales will be available to install additional barriers or reinforce existing barriers. Temporary sediment basins will be constructed as shown on the plan and surface water will be directed towards these basins. Erosion controls inspections have been outlined above.

MAINTAIN SLOPE STABILITY:

Most of the construction activity proposed on this site will occur in areas where the sub-strata consists of granite slabs or blocks placed during the quarry operation. Where re-grading is necessary, the granite pieces will be either removed or moved, and the slope will be created and compacted. The driveway grades will follow the natural elevations of the existing cart paths, thus eliminating large excavations or fills.

DESIGN TO CONSERVE ENERGY:

The property is totally wooded and the owners have made it clear that they intend to minimize the amount of tree clearing in order to maintain the natural surroundings. The owners focus on maintaining the wooded surroundings is intended to provide the background for her stone art display. This will also assist in cooling costs in the summer months. Current building technology and state of the art materials, low "E" glass, 2"x6" construction for additional insulation will also assist in energy costs.

PRESERVE WILDLIFE HABITAT:

Minimizing tree clearing, preserving in excess of 60% of the property as open space, maintaining buffer zones of more than 100 feet from the existing vernal pools on the property and proposing an environmentally friendly access bridge to the proposed "activity area" are all measures proposed to protect the wildlife habitat and the surrounding resource areas.

PRESERVE WETLANDS:

There are no activities proposed within 100 feet of the vernal pools on the property and the project proposes no wetland fillings. The construction of the access bridge will require minor alterations to the bordering vegetated wetland for the placement of pilings to support the bridge structure. The pilings will be installed from the top of the bridge as they “build themselves” across the wetland. This area of wetland amounts to approximately 700 square feet.

ENSURE COMPATIBILITY WITH SURROUNDING LAND USES:

The subject property is totally surrounded by Town owned or controlled land in the form of open space. The owners are setting aside in excess of 60% of their property as additional open space which will be contiguous to the Town lands. The owners will offer and/or conduct walks through the “activity area” which is easily accessible from the proposed access path or the existing trails through the Town land. This will allow hikers, students and the general public an opportunity to enjoy the stone art displays in a natural setting.

CONTROL PEAK RUNOFF TO MAINTAIN RATE OF RUNOFF IN THE 100 YEAR EVENT:

The project design has been focused on attempting to “fit” the project into the landscape by means of using the existing cart road system for the driveways, avoiding the use of bituminous concrete pavement to reduce impervious cover and controlling roof runoff. The use of crushed stone on the driveways will control peak rates of runoff in all storm events.

PRESERVE HISTORICALLY SIGNIFICANT SAND FEATURES:

Since there are no sand features on the site, this is not applicable.

MITIGATE THE IMPACT OF TRAFFIC:

There are only two residences proposed in this project, which will have an insignificant impact on traffic. The owner will conduct art classes twice a week with the expected class size to be a maximum of only eight to ten students. Quarry Road is a suitable secondary road which has been adequate for the Town residents enjoyment of Nara Park

Peet P.C.R.C. Application----“QUARRY WOODS”

Additional narratives:

Sect.3.11: EARTH REMOVAL CALCULATION:

The two residences and the studio will be constructed on slab construction and will require only approximately 300 to 400 cubic yards of fill around each building. The driveways, for the most part, will be constructed close to existing grade. There is section of the studio driveway which will require approximately 500 to 600 cubic yards of fill. The driveways and parking areas will require 1000 to 1200 cubic yards of gravel base material.

Waiver list:

Common Driveway Regulations:

Sect.4.9: Width

Required: 3-10 houses-16' wide

Proposed: 2 houses and a studio-14' wide

The project proposes only two residences and an art studio. The expected number of students is less than 10, and only two days a week.

P.C.R.C. Regulations:

Sect.3.10: Drainage calculations

The objective behind the design of this project is to minimize the impact on the property the development of the houses, studio and driveways. The driveways and parking areas will be constructed with gravel bases and surfaces of crushed stone for infiltration

purposes, reducing the peak rate of runoff and avoiding additional tree clearing for stormwater mitigation.

Sect.3.12:Water Balance Calculations:

(See statement relative to drainage above).

The design demonstrates that a single condominium sewage system will be installed for the residences and studio.

Sect.3.13:Traffic Study:

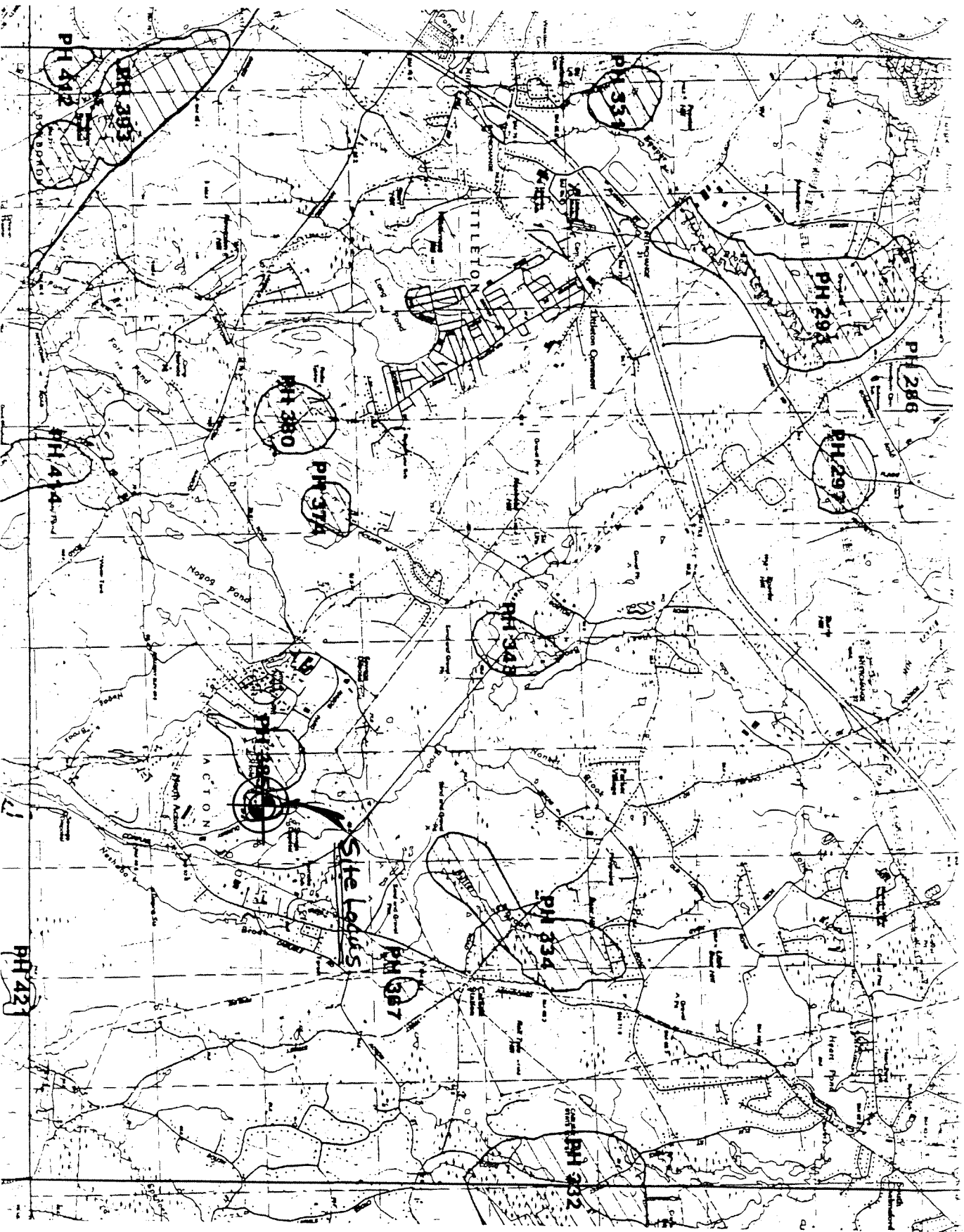
A request for a waiver from this requirement be granted based on the size and scope of the project.

Sect.3.14.8 A: Landscape Plan:

The houses will have the usual foundation plantings with lawn areas around the area.

The studio will receive the same treatment.

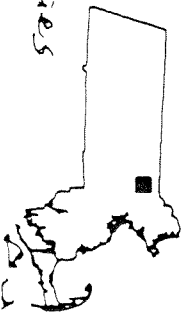
The disturbed areas adjacent to the driveways will be loamed and seeded and/or bark mulched with plantings.



0.5 0 0.5 1 Miles

See County Index Maps to
locate adjacent quadrangles

Priority habitat of rare species

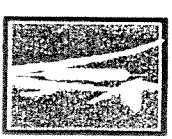
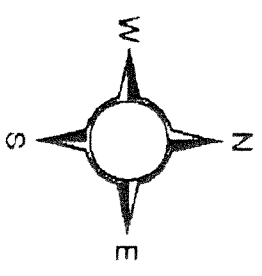


WESTFORD QUAD

Peet Property NHESP Areas

- Peet Property
- Action Parcels
- NHESP '03 Estimated Habitats for Rare Wildlife*
- ☒ NHESP '03 Priority Habitats for State-Protected Rare Species

* For Use with the
US Wetlands Protection
Act Regulations (310 CMR 1.0)



SUDBURY
VALLEY
TRUSTEES



**NORMAN
C.
WANG
ARCHITECT**

7 ANTHONY RD.
WAYLAND, MA 01778
T: 508.651.3083 F: 508.651.
C: 617.430.8816

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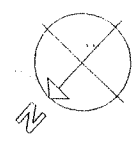
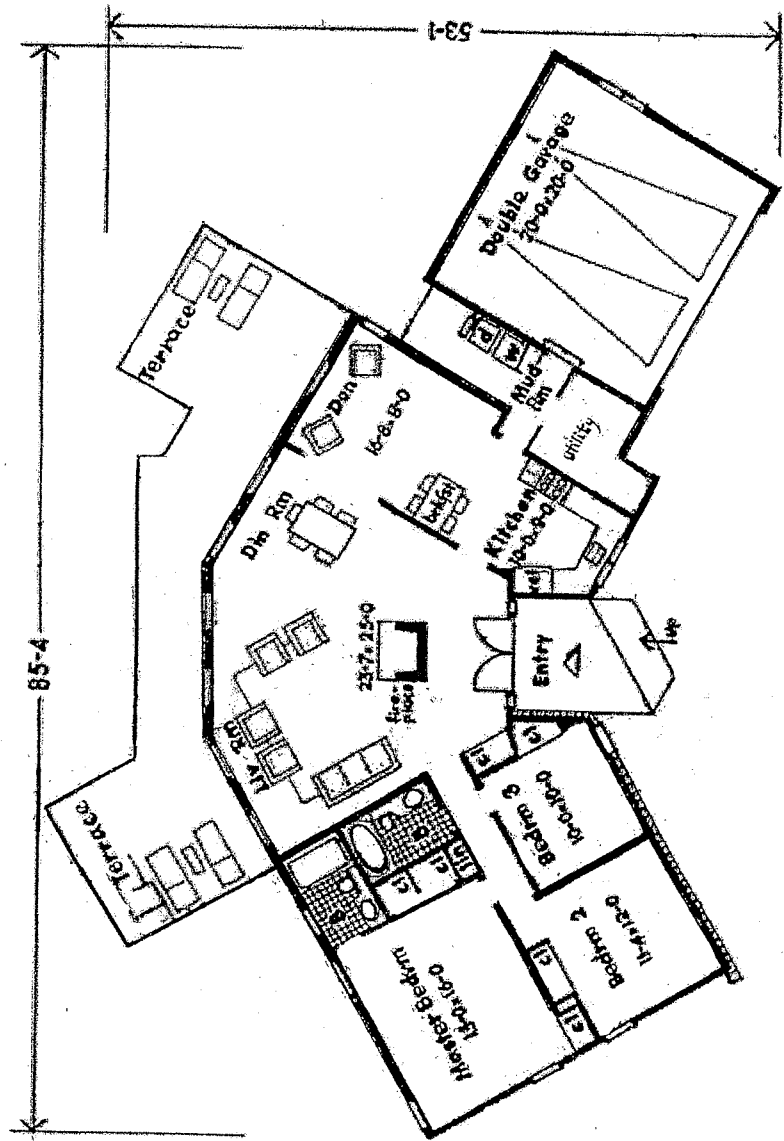
PROJECT NUMBER:
DRAWN BY: NCW
DATE: 05-04-2006
NO. REV. DATE BY

PROJECT:
YIN PEET STUD
& RESIDENCE
QUARRY RD.
ACTON, MA 01720

DRAWING TITLE:
**PROPOSED
RESIDENCE
PLAN**

SCALE: 1" = 10'
SET: DESIGN
DRAWING NUMBER:

A-1



1 PROPOSED FLOOR PLAN
A-3 1" = 10"

NORMAN
C.
WANG
ARCHITECT

7 ANTHONY RD.
WATLAND, MA 01778
T: 508.651.3087 F: 508.651.3062
C: 617.460.8816

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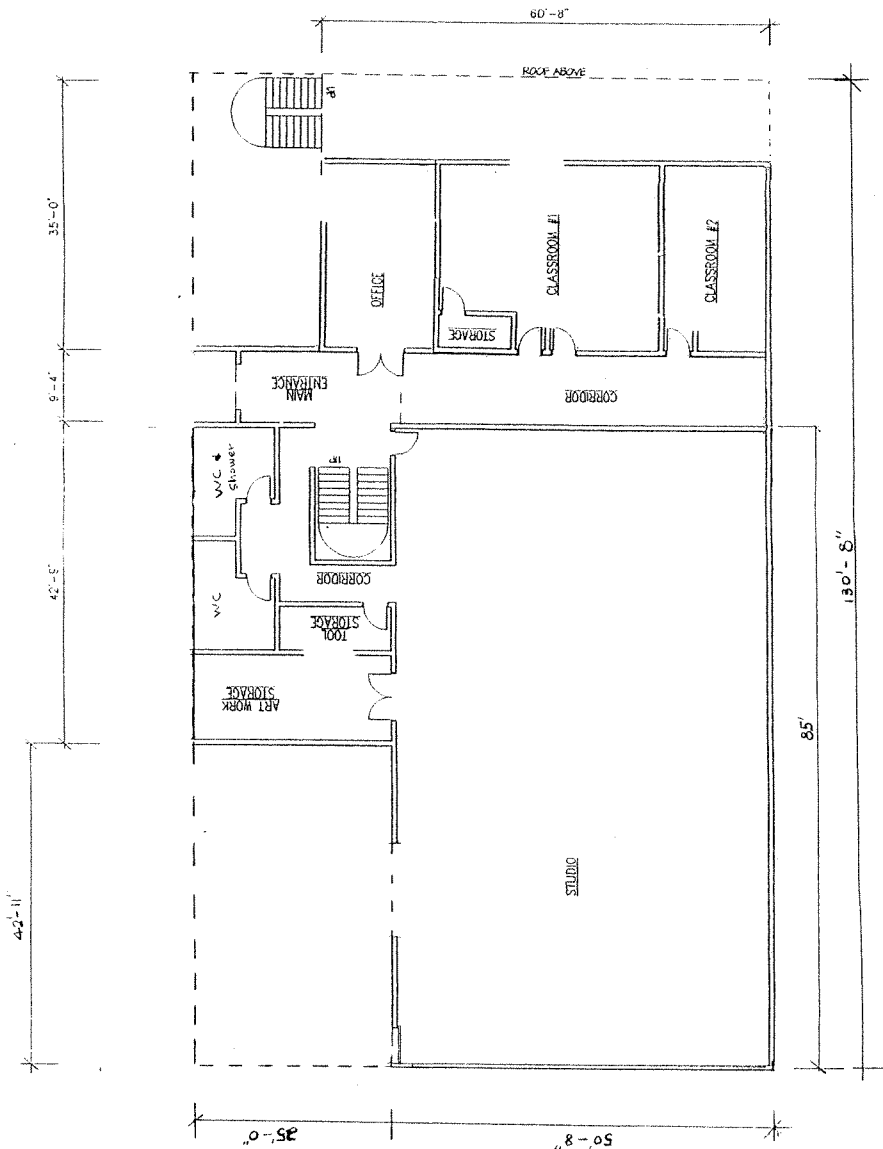
PROJECT NUMBER:
DRAWN BY: NCW
DATE: 05-04-2005
NO. REV. DATE BY

PROJECT:
YIN PEET STUDIO
& RESIDENCE
& QUARRY RD.
ACTON, MA 01720

DRAWING TITLE:
PROPOSED
STUDIO
PLAN

SCALE: 1/16" = 1'-0"
SET: DESIGN
DRAWING NUMBER:

A-2



1 PROPOSED 1ST FLOOR PLAN
A-2 1/16" = 1'-0"

NORMAN
C.
WANG
ARCHITECT

ARCHITECTURE / PLANNING /
CONSTRUCTION
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PROJECT NUMBER:
DRAWN BY: NCW
DATE: 05-04-2005
NO. REV. DATE BY

PROJECT:
YIN PEET STUDIO
& RESIDENCE
QUARRY RD.
ACTON, MA 01720

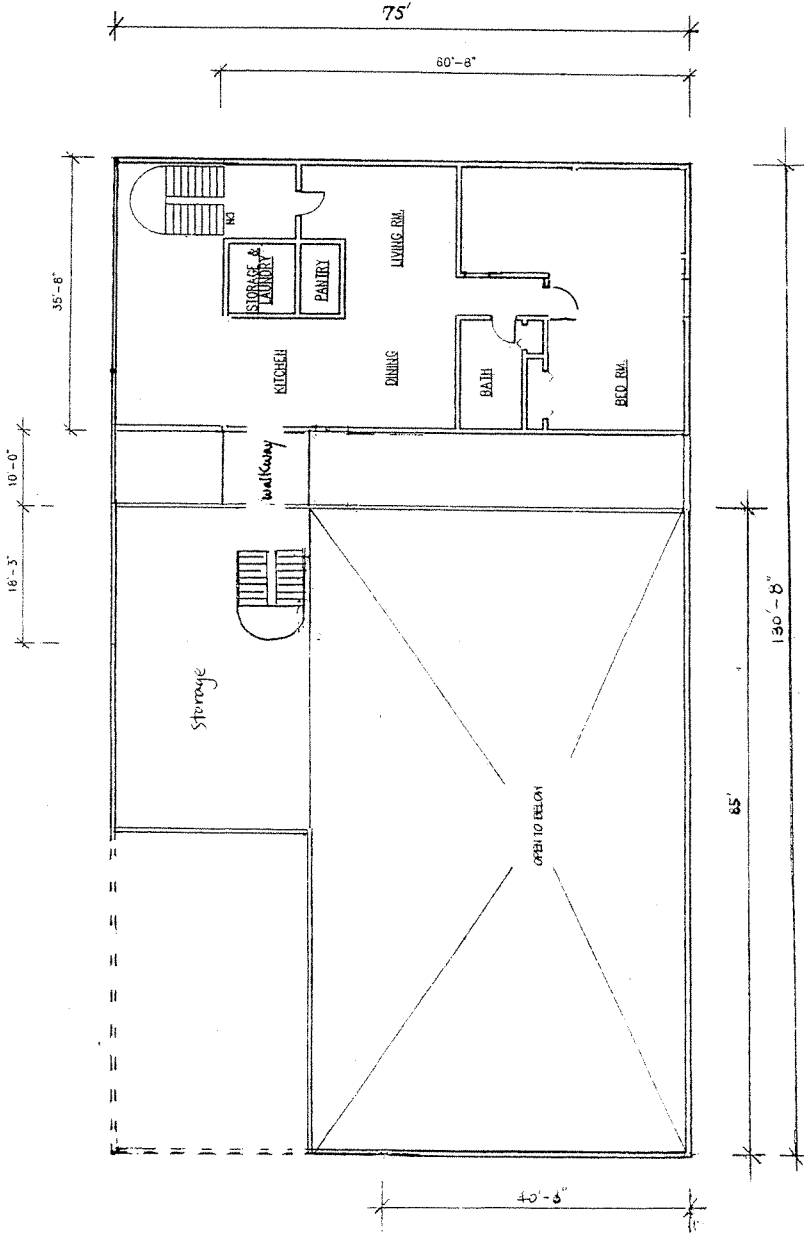
DRAWING TITLE:
PROPOSED
STUDIO
PLAN

SCALE: 1/16" = 1'-0"

SET: DESIGN

DRAWING NUMBER:

A-3



1 PROPOSED 2ND FLOOR PLAN
A-3 1/16" = 1'-0"

Contract of Sale

Date... May 10, 2003

Parties

Seller and Purchaser agree as follows:

North Acton Granite Inc. (A Massachusetts Corporation)

Seller c/o John Viaggio Esq.

address 81 Astor Drive

Mahopac, NY 10541

Purchaser Yin Peet

address 157 School Street

Wayland, MA 01778

Purchase agreement Property

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.

2. The Property is described as follows: Land in Acton, Middlesex County, Massachusetts in that part of Acton commonly known as NORTH ACTON, the land in said Acton being certain parcels of land, all situated in the Northerly part of said Acton and bounded and described as follows:

FIRST: A certain parcel of land described in deed of Luke Smith and Al Robbins to Timothy Sullivan, et al dated December 9, 1884, recorded Middlesex Deeds book 1689, page 467, said lot being bounded and described as follows:

About three and one-half acres of woodland on which is a quarry, the same being situated in the northerly part of Acton aforesaid and bounded and described as follows:

Beginning at the westerly corner of the premises at land of John P. Rouillard, thence running Northeasterly on land of said Rouillard and land of Moran and Davis about thirty rods to land of David M. Handley; thence turning a little more Southerly on land of said Handley about twenty-five rods to a stone stuck in the ground; thence running Southwesterly about twenty-five rods on land of said Handley to a stake and stones; thence on in about the same course about sixteen rods to a stake and stones; thence Westerly by land of said Handley about eleven rods to the bounds first mentioned.

SECOND: A certain parcel of land described in deed of Emerline A. Davis to Timothy Sullivan, et al, dated December 4, 1884, recorded with said Deeds book, 1689, page 466, said parcel being bounded and described as follows:

One undivided half of an acre of land in the Northerly part of said Acton bounded as follows, viz:

Beginning at the Northeasterly corner of premises herein granted at a stake and stones at land of Smith and Robbins and land of David M. Handley; thence Southerly bounding on land of Smith and Robbins twenty rods to a stake and stones at land of John Rouillard; thence westerly on land of said Rouillard eight rods to a stake and stones; thence Northerly on land of said Rouillard twenty rods to a stake and stones at land of David M. Handley; thence Easterly by land of said Handley eight rods to the corner and bound first mentioned, including one-half interest in the water pipe on the premises and in the stone quarried and lying thereon.

THIRD: A certain parcel of land described in deed of Eli W. Hoyt to Timothy Sullivan, et al, dated December 19, 1884, recorded with said Deeds book 1693, page 503, said lot being bounded and described as follows:

One undivided half of a certain piece or parcel of land containing one acre situated in the Northerly part of Acton in said County and bounded and described as follows:

Beginning at the Northeasterly corner of the premises herein granted at a stake and stones at land of one Smith and one Robbins and at land of David M. Handley; thence Southerly bounding on land of said Smith and said Robbins twenty rods to a stake and stones at land of John Rouillard; thence westerly on land of said Rouillard eight rods to a stake and stones; thence northerly on land of said Rouillard twenty rods to stake and stones at land of David M. Handley; thence easterly by land of said Handley eight rods to the corner and bound first mentioned.

FOURTH: A certain parcel of land described in deed of John P. Rouillard to David C. Harris dated November 3, 1891, recorded with said Deeds book 2079, page 148, said parcel being bounded and described as follows:

About thirty-six square rods of wood and sprout land situated in the northerly part of said Acton near the stone quarry formerly of Sullivan, Harris and Prescott, and bounded and described as follows:

Beginning at the most Northerly corner of granted premises at a stone bound at my own land; thence running S. 39° 3' W. fifty-nine feet to a stone bound; thence S 54 3/4° E. one hundred twenty-four and one-half feet by my own land to a stone bound; thence N 40° 10' E ninety-seven feet to a stone bound; thence Westerly by land of said David C. Harris one hundred thirty-four feet to bound first mentioned.

FIFTH: A certain parcel of land bounded and described as follows:

Beginning at a stone bound at land of Handley heirs and other land of David C. Harris, the grantee; thence running at various angles along said other

or formerly of Thomas McCarthy; thence turning and running in a Southerly direction along said land of McCarthy sixty-six feet; thence turning and running Southwesterly two hundred seventeen feet; thence turning and running northwesterly three hundred ninety-three feet to land now or formerly of the heirs of David W. Handley; thence turning and running Northerly along said land of Handley one hundred feet to point of beginning.

The foregoing five parcels being the same described in a deed from David C. Harris to David C. Harris dated December 10, 1928 and recorded with Middlesex South District Deeds Book 5306, page 152.

Also a certain tract of woodland containing seven acres and thirty-six square rods be the same more or less situated in the Northerly part of said Acton near said Harris' Granite Quarry bounded and described as follows:

Beginning at the most Southerly corner of the premises at an angle in the wall by the Parsons farm; thence South $79^{\circ}48'$ East by land of Thomas McCarthy four hundred feet to a stone bound; thence North $40^{\circ}14'$ East by land of said McCarthy three hundred and ninety-four feet to a stone bound at land of said Harris; thence North $54^{\circ}3/4'$ West on said Harris' land one hundred twenty-four and $1/2$ feet to a stone bound; thence North $39^{\circ}3'$ East on said Harris land fifty-nine feet; thence in about the same course by land of said Harris about three hundred and eighteen feet to a stone bound at land of heirs of D.D. Handley; thence N. $76^{\circ}W$ by land of said heirs three hundred and twenty-three feet to a stone post at land formerly of D. M. Handley; thence S $52^{\circ}4'W$ by land formerly of said Handley six hundred and eighty feet to a stone post at the wall by land of the late John W. Parsens; thence S $5^{\circ}25'$ E by a wall and land of said Parsons heirs two hundred and fifteen feet to the corner and bounds first mentioned. Being the same premises described in deed of Wm. D. Tuttle Executor to David C. Harris dated November 1, 1900, recorded with said deeds book 2857, page 358. Excepting from the above described parcel the fifth parcel herein described; said fifth parcel being a part of this lot and having been heretofore conveyed by said David C. Harris. And additional lands beginning at the northeasterly corner at a stone bound at land of Farquhar and Kennedy thence running westerly by said Kennedy land on the northerly side a roadway; leading to the quarry, to land formerly of Thomas McCarthy, thence southeasterly across said roadway to land of Green; thence easterly on the south side of said roadway by said Green land to land of said Farquhar; thence northerly by said Farquhar land to the point of beginning.

Meaning and intending to convey all right title and interest in said land and roadway, however reserving the right of all abbutors, their heirs, and assigns to pass and repass over said roadway. Also subject to any and all rights of way so far as now in force. Together with all of the right of way to and from the said premises which I have by grant and by way of use over a period of sixty years of uninterrupted or challenged benefit, and use.

Said lands being approximately 12.5 acres.


The SELLER agrees further to cooperate with the buyer at no cost or expense to the SELLER to have the buyer obtain permits for the use of the land intended.

Said lands being recorded on September 19, 1952 Book 7966 page 326, May 28, 1953 Book 8080 page 535, August 24, 1954 Book 8313 page 248 at Middlesex Registry of Deeds, Middlesex South District, Massachusetts. Known as Lot 11 on tax map C-5 of Town of Acton, MA.

This contract is upon condition and subject to the purchaser, applying for all necessary Town approvals to use the land for a Sculpture Studio and Exhibit ground. This shall be at the purchaser's sole expense.

The purchaser acknowledges that she has inspected the premises and will purchase same 'AS IS'. The purchaser agrees to seek these approvals within one year from the date of this contract. She will keep the SELLER informed as to her progress and if she does not succeed this contract shall be considered void and deposit monies shall be returned to Purchaser.

Purchaser agrees to give Seller the right of first refusal if she takes title and offers the premises for sale.


Examiner

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION (General Laws, Chapter 180)


Name
Approved

ARTICLE I

The exact name of the corporation is:

Contemporary Arts International, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following activities:

See Continuation Sheet 2A-2B

C ☐
P ☒
M ☐
R.A. ☐

99131019

8

P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

See Continuation Sheet 3A

ARTICLE IV

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

See continuation Sheet 4A

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

**If there are no provisions, state "None".

Note: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

ARTICLE OF ORGANIZATION
Continuation Sheet 2A

PURPOSES

I. This corporation is organized and shall be operated exclusively for the following purposes:

- (A) to enhance, to promote and to help people of all cultures and national origins understand and appreciate contemporary arts: (1) by producing, presenting, performing, promoting, supporting and teaching contemporary arts; (2) by researching and providing reference materials on all aspects of contemporary arts; (3) by sponsoring and presenting new works by contemporary artists; (4) by promoting, supporting and encouraging the endeavors of contemporary artists of all disciplines; (5) by sponsoring and supporting exchange activities with artists and art organizations in the United States and abroad; (6) by advancing international arts exchange; (7) by doing such other things and performing such other acts as shall tend to accomplish the charitable and educational purpose of this corporation herein set forth.
- (B) to work with or for, and to cooperate with, local, state and federal governments and governmental and private agencies, organizations, firms and institutions in efforts to accomplish one or more of the above purposes.

II. In furtherance of the foregoing purposes, but not for any other objects or purposes, and subject to the limitations set forth in Part III hereof, the Corporation shall have and may exercise, in addition to the powers specified in paragraphs (a) and (b), inclusive and (k) of Section 9 of Chapter 156B of the General Laws, the following powers:

- (A) to purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.
- (B) To sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage, pledge, encumber or create a security interest in, all or any of its property, or any interest therein, wherever situated;
- (C) To purchase, take, receive, subscribe from or otherwise acquire, own, hold, vote, employ, sell, lend, lease, exchange, transfer, or otherwise deal in and with, bonds and other obligations, shares, or other securities or interests issues by others, whether engage in similar or different business, governmental, or other activities;
- (D) To contracts, give guarantees and incur liabilities, borrow money at such rate of interest as the Corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage, pledge or encumbrance of, or security interest in, all or any of its property or any interest therein, wherever situated
- (E) To lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested;
- (F) To pay pensions, establish and carry out pension, savings, thrift and other retirement, incentive and benefit plans, trusts, and provisions, for any or all of its directors, officers and employees;
- (G) to purchase, receive, take, or otherwise acquire, own, hold, sell, lend exchange, transfer or otherwise dispose of, pledge, use and otherwise deal in and with its own shares;

- (H) to cooperate with, support, assist, deal with and avail itself of the facilities and programs of educational and professional institutions as well as federal, state and local agencies;
- (I) to have and exercise all powers necessary or convenient to effect any or all of the charitable or educational purposes for which this Corporation is formed.

II. Notwithstanding anything elsewhere herein provided, the Corporation is organized and shall be operated exclusively for charitable and educational purposes, as said terms have been and shall be defined under and pursuant to Sections 170(C) and 501 (C) (3) of the Internal Revenue Code of 1954, as amended, and as said Sections may from time to time be amended or added to, or under any successor sections thereto. All powers of this Corporation shall be exercised only in such manner as well assure the operation of this Corporation exclusively for said charitable and educational purposes, as so defined, it being the intention that this Corporation shall be exempt from federal income tax and that contributions to it shall be deductible to said Sections of said Code, and all purposes and powers herein shall be interpreted and exercised consistent with this intention.

The income of the Corporation for each taxable year shall be distributed at such time and such manner as not to subject to the Corporation to tax under Section 4942 of the Internal Revenue Code of 1954, as amended (hereinafter the "Code"). The Corporation hereby is and shall be prohibited from engaging in the following activities as defined in Section 4941 of the Code. Any act of self-dealing with disqualified persons, retaining any excess business holdings, making any investment in such manner as to jeopardize the carrying out of any of its exempt purposes, or from making any taxable expenditures. The provisions of this paragraph shall be inapplicable when and if the Corporation receives from the Internal Revenue Service a ruling that the Corporation is not a "private foundation" within the meaning of Section 509 of the Code and such provisions shall remain inapplicable so long as such ruling remains in effect.

III. The foregoing clauses shall be construed as both purposes and powers and the enumeration of specific powers therein shall not be held to limit or restrict in any manner the general powers of the Corporation, subject, however, to the limitations set forth in Part III hereof.

Continuation Sheet 3A

MEMBERSHIP

There shall be two classes of members of the Corporation: Voting Members and Non-Voting Members. The Voting Members and Non-Voting Members shall have the rights and obligations as set forth below:

A. Voting Members

The Voting Members of the Corporation shall be the officers and board of directors then in office from time to time. The Voting members are hereinafter referred to "members".

B. Non-Voting Members

The Non-Voting Members shall be those persons who are then members of the advisory board from time to time or who have contributed financially to the Corporation in such amounts as the board of directors may establish from time to time. A contributor shall remain a Non-Voting Member only during the Corporation's fiscal year in which he or she makes a qualifying contribution. The class of Non-Voting Members shall be: Benefactors of Contemporary Arts International, sponsors, donors, friends of Contemporary Arts International, and student members. The board of directors shall determine from time to time the amount of financial contribution that will qualify the contributor to the Corporation to be a Benefactor, Sponsors, Donors, Friends of Contemporary Arts International and Student Member.

The board of directors may also determine the rights and privileges that will be granted to such Non-Voting Members, and Non-Voting Members will have only such right and privileges as the board may grant hereunder. They will not be entitled to vote at any meeting of members or otherwise.

Continuation Sheet 4A

OTHER LAWFUL PROVISIONS

- I. Except as may be otherwise required by law, the Corporation may at any time by the affirmative vote of two-thirds of the total number of members of the Corporation merge or consolidate with or into any corporation that exempt from federal and state income taxes and from local property taxes and which is organized for one or more of the purposes of the Corporation as set forth in its Articles of Organization as from time to time amended or for purposes substantially similar thereto.
- II. No part of the net earnings, if any, or the Corporation shall insure to the benefit of any member, board of director, officer or other private individual. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation or participating or intervening in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.
- III. Except as may be otherwise required by law, these Articles of Organization may be amended from time to time by an affirmative vote of two-thirds of the total number of the members of the Corporation: provided, however, that no such amendment shall in any way authorize or permit the Corporation to be operated otherwise than exclusively for charitable or educational purposes, or for any purpose, or in any manner that would deprive it of exemption from federal and state taxes and from local property taxes.
- IV. Except as may be otherwise required by law, the Corporation may at any time dissolve by the affirmative vote of two-thirds of the total number of the members of the Corporation; provided, however, that in the event of any liquidation, dissolution, termination or winding up of the Corporation (whether voluntary, involuntary or by operation of law), the property or its debts and obligations shall be conveyed, transferred, distributed, and set over outright to such one or more charitable or educational institutions or organizations, created and organized for nonprofit purposes similar to those of the Corporation, contributions to which nonprofit institutions or organizations are deductible under Section 170 (c) or the Internal Revenue Code of 1954 and which qualify as exempt from income tax under Section 501(c)(3) of said Code as said sections may, from time to time, be amended or added to or under any successor section thereto as two-thirds of the total number of members of the Corporation may be voted designate and in such proportions and in such manner as may be determined in such vote, provided, further, that the Corporation's property may be applied to charitable or educational purposes in accordance with the doctrine of cy pres in all respects as a court having jurisdiction in the premises may direct.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation *in Massachusetts* is:

276 Tremont Street, Boston, MA 02116

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Yin Peet	157 School Street, Wayland	Wayland, MA 01778
Chariman	Doris C.J. Chu	150 N. Main Street	Sherborn, MA 01770
Treasurer:	Pau Lian Tan	141 West Plain St	Wayland, MA 01778
Clerk:	Jonathan Kravetz	45 Decateur Lane,	Wayland, MA 01778
Directors:	Glenn Braverman	7f 52-2, Jingumae, 5-Chone, Shibua-ku Tokyo, Japan	150 Allston, MA 02134
(or officers	Lawren Daltroy	18 Park Vale Ave. #3	Boston, MA 02118
having the	Christian Huber	5 Wellington ST. #3	W. Newton, MA 02163
powers of	Mathew Liang	286 Highland Ave.	
directors)	Yin Peet		
	Doris C.J. Chu		
	Jonathan Kravetz		
	Pau Lian Tan		

c. The fiscal year of the corporation shall end on the last day of the month of: ~~October 1~~ to September 30

d. The name and business address of the resident agent, if any, of the corporation is:

none

I/We, the below signed incorporator(s), do hereby certify that the above information is true and correct to the best of my/our knowledge, and that I/we do hereby declare that the incorporation of this corporation is not in violation of any laws, statutes, or regulations of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporated(s) this 28, day of April, 1999.

Chinese Culture Institute, Inc. Boston, MA

Doris C.J. Chu, President

276 Tremont Street, Boston, MA 02116

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title of the holder or other authority by which such action is taken.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
(General Laws, Chapter 180)

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I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 35 having been paid, said articles are deemed to have been filed with me this 11th day of May 19 99.

Effective date: _____

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Dr. Doris C.J. Chu

Chinese Culture Institute

276 Tremont Street, Boston, MA 02116

(617) 542-4599

Telephone: _____

By Laws
of
Contemporary Arts International

ARTICLE I
NAME, PURPOSE, POWERS AND RELATED MATTERS

The name of Contemporary Art International, (hereinafter in these By-Laws referred to as (the organization) the location of its principal office and its purposes shall be as set forth in the Articles of Organization and these By-Laws.

The powers of the organization and of its trustees, officers, committees and members, and all matters concerning the conduct and regulation of the affairs of the Organization and the matter in which and the officers and agents by whom its purposes may be accomplished shall be subject to such provision in regard hereto, if any, as are set forth in the Articles of Organization and these By-Laws. All references in these By-Laws to the Articles of Organization shall be construed to mean the Articles of Organization as from time to time amended.

All references to the masculine gender shall be deemed to refer to both the male and female gender, as appropriate.

ARTICLE II

1. Members

There shall be two classes of members of the Organization: Voting Members and Non-Voting Members. The Voting-Members and Non-Voting Members shall have the rights and obligations as set forth below in this Article II.

2. Voting Members

The Voting Members of the Organization shall be officers and trustees then in office from time to time. The Voting Members are referred to be ; members ; - in these By-Laws.

3. Non-Voting Members

The Non-Voting Members shall be those who are then members of the advisory board from time to time or who have contributed financially to the Organization in such amounts as the board of directors may establish from time to time. A contributor shall remain a Non-Voting Member only during the Organization ; fs fiscal year in which he or she makes a qualifying contribution. The classes of Non-Voting Members shall be Benefactors, Sponsors, Donors and Friends of the Organization and Student Members. The Board of Directors shall determine from time to time the amount of financial contribution that will qualify a contributor to the Organization to be a Benefactor, Sponsor, Donor, Friend f the Organization and Student Member.

The Board of Directors may also determine the rights and privileges that will be granted to such Non-Voting Members, and Non-Voting Members will have only such rights and privileges as the board may grant hereunder. They will not be entitled to vote at any meeting of members or otherwise.

4. Annual Meeting

The annual meeting of members shall be held at the principle office of the Organization in the city of Boston or at such other place within the Commonwealth of Massachusetts as designated by the Chairman in the notice of annual meeting, on the fourth Wednesday of July in such year, if it be not a legal holiday, and, if it be a legal holiday, then at the same hour on the next succeeding day not a legal holiday. Purposes for which the annual meeting shall be held shall include the fixing of the number of members of the Board of Directors for the ensuing year, the election of Directors for the ensuing year, the receipt of reports of officers and directors, and for such other purposes as may be prescribed by law, by the Articles of Organization and by these By-Laws, as are specified by the Board of Directors or by a writing signed by the Chairman or by a majority of members entitled to vote. If such annual meeting is omitted on the day herein provided therefor, a special meeting may be held in

place thereof, and any business transacted or elections held at such meeting shall have the same effect as if transacted or held at the annual meeting.

5. Special Meetings

Special meetings of members may be called at any time by the Chairman or by the President or by a majority of the Directors or by majority of the members of the Organization entitled to vote thereat. Upon any such call, a special meeting shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer. Any such call shall state the day, hour, place and purpose of the meeting and shall be delivered to the clerk in sufficient time to enable him to give such written notice of such meeting to the members as it required by these By-Laws.

6. Place of Meeting

All meetings of members shall be held in the city of Boston or at such other place within or without the Commonwealth of Massachusetts as may fixed by the Chairman for annual meetings or as may be stated in the call for a special meeting.

7. Notice of Meetings

Written notice of each meeting or members of the Organization, stating the day, hour and place thereof and the purposes for which the meeting is being held shall be given by the clerk, at least seven(7) days before the meeting, to each member of the Organization entitled to vote thereat, by leaving such notice with him or at his residence or usual place of business, or by mailing it, and addressed to such member at his address as it appears upon the books of the Organization. In case of the death, absence, incapacity or refusal of the clerk, such notice may be given by any other officer or by a person designated either by the clerk or by the person ore persons calling the meeting or by the Board of Directors. No notice of the time, place or purposes of any regular or special meeting of the members shall be required to be given to any member who is present or represented at such meeting or who, or whose attorney thereunto authorized by a writing which is filed with the record of the meeting, waives such noticed.

8. Quorum

At any annual or special meeting of the members, forty percent (40%) of the members entitled to vote upon a question to be considered at the meeting shall constitute a quorum for the consideration of such question, but a lesser number may adjourn a meeting from time to time. And the meeting may be held as adjourned without further notice.

9. Voting

Each member of the Organization entitled to vote shall be entitled to one vote upon any question at any meeting of the members of the Organization whose vote may be exercised in person or by proxy given to another member or other members of the Organization entitled to vote thereat, in writing, dated not more than six (6) months before the meeting named therein, which writing shall be filed with the clerk before being voted.

Such proxy shall entitle the holder thereof to vote at any adjournment of such meeting but shall not be valid after the final adjournment of such meeting.

10. Action Without Meeting

When a quorum is present at any meeting, a majority of members represented thereat and entitled to vote shall, except where a larger vote is required by Law, by the Articles of Organization or by these By-Laws, decide any question brought before such meeting.

11. Action Without Meeting

Any action to be taken by members may be taken without a meeting if all members entitled to vote on the matter consent to the action in writing and such written consents are filed with the records of the meeting. Such consents shall be treated for all purposes as a vote at a meeting.

12. Resignations and Removals

Members of the Organization may resign at any time by written notice of resignation filed with the clerk. Any member who fails to attend three consecutive meetings of members (whether such meetings are annual meetings or special meetings) may be removed as a member by vote of the members.

ARTICLES III

BOARD OF TRUSTEES

1. Election

There shall be a board of not less than three (3) directors. The number of directors shall initially be determined, and directors be elected, by vote of the incorporators at their first meeting. The number directors shall be determined annually, either at the annual meeting of the members or at a special meeting called for that purpose. The members may enlarge the Board of Directors and elect new directors to fill the vacancies caused by such enlargement at any meeting or by written consents.

2. Term

Subject to law, to the Articles of Organization, and to the other provisions of these By-Laws, and unless a different term shall have been determined by the members, each Director shall serve a term of four (4) years and until his successor duly chosen and qualified. A director's term is renewable.

3. Vacancies

Any vacancy among the Directors shall be filled by other members for the balance of term. The Board of Directors shall have and may exercise the powers of the trustees notwithstanding any vacancies in their number.

4. Resignations

Any director may resign at any time by written notice of resignation filed with the clerk.

5. Meeting

Regular meetings of the Board of Directors may be held without call or formal notice at such places and at such times as the Board of Directors may by vote from time to time determine. A regular meeting of the Board of Directors may be held without call or formal notice immediately after, and at the same place, the annual meeting of the members or any special meeting of the members in place of such annual meeting.

6. Notice of Meetings

Notice of all special meetings of the Board of Directors shall be given to each Director by the clerk or, in case of the death, absence, incapacity or refusal of the clerk, by the officer or members of the Board of Directors calling the Meeting; provided, however, that no notice need be given to any member of the Board of Directors who is either present or waives notice thereof by a writing which is filed with the records of the meeting or to any director who attends the meeting without protesting prior thereof or at its commencement the lack of notice to him. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting. In any case it shall be deemed sufficient notice to a Director to send notice by telegram at least twenty-four (24) hours before, or by mail at least seventy-two (72) hours before, the meeting addressed to him at his usual or last known business or residence.

7. Compensation

No Director shall receive any compensation for his services as a member of the Board of Directors as such; provided, however, that any Director may be reimbursed for necessary expenses, including travel expenses, incurred by him in the performance of his duties as trustee.

8. Powers

Except for those powers conferred upon the members of the Organization by law, by the Articles of Organization or by these By-Laws, the Board of Directors shall have and may exercise all of the powers of the Organization, including without limiting the generality of the foregoing, the management and control of its property, the establishment of regulations, the establishment of committees and the delegation thereto of specific powers, duties and authorities. The Board of Directors may create an advisory board of one or more advisors. Members of the advisory board may attend all meetings of the Board of Directors and may participate fully therein; provided, however, that no member of the advisory board shall empowered to vote at such meeting.

9. Action Without Meeting

Any action to be taken by directors may be taken without a meeting if all the trustees entitled to vote on the matter consent to the action in writing and such written consents are filed with the records of the Organization. Such consents shall be treated for all purposes as a vote of the directors.

10 Voting

Each Director shall have one vote, which vote must be exercised in person.

11. Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction business, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice.

12. Action at Meeting

When a quorum is present at any meeting, a majority of the Board of Directors in attendance thereat shall decide any question brought before such meeting except as otherwise provided by law, the Articles of Organization or these By-Laws.

ARTICLE V

COMMITTEES

1. Executive

The Board of Directors shall elect the President and certain of its own number to an executive committee of not less than three members, which committee shall be vested with the management of the current and ordinary affairs of the Organization. A majority of the executive committee shall constitute a quorum for the transaction of business but a lesser number may be held as adjourned without further notice. The executive committee shall report its action to the Board of Directors. The Board of Directors shall have power to rescind any vote or resolution of the executive committee, but not such possession shall have retroactive effect.

2. Other Committees

The Chairman shall appoint such other standing committees as the Board of Directors may from time to time direct or permit.

3. Conduct

Any committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted as nearly as may be the same manner as is provided in these By-Laws for the Board of Directors.

ARTICLES V

OFFICERS

1. Enumeration

There shall be a Chairman, a Vice-Chairman, a President, a Treasurer and a Clerk and such other officers and such agents as the Board of Directors may in its discretion elect or appoint.

2. Election

The Chairman, President, Treasurer and Clerk shall be elected annually by the Board of Directors at its first meeting following the annual meeting of members or at any special meeting held in lieu thereof. Other officers may be chosen by the Board of Directors at such meeting or any other meeting.

3. Term

Subject to law, to the Articles of Organization, and to the other provisions of these By-Laws, the Chairman, President, Treasurer and Clerk shall hold office until the first meeting of the Board of Directors following the annual meeting of members or any special meeting held in place thereof and until his respective successor shall have been chosen and qualified; any other officer chosen by the Board of Directors shall hold office at the pleasure of the Board of Directors.

4. Eligibility

The Chairman shall be elected from the Board of Directors. Other officers may, but need not Directors, so far as is permitted by law, any two or more offices may filled by the same person.

5. Vacancies

If any office become a vacant by reason of death, resignation, removal, disqualification or otherwise, the Board of Directors may choose a successor or successors, who shall hold office for the balance of the term.

6. Resignations

Any officer may resign by notice in writing given to the Chairman or the Clerk.

7. Chairman

The Chairman shall preside at all meetings of the members, and of the Board of Directors. He shall be the chairman of the Board of Directors. He shall have custody of the Treasury bond, if any is required. He shall be a member of all committees by virtue of his office. In the event of his absence or disability, the President shall perform the duties of the Chairman.

8. President

The President shall be the chief executive officer of the Organization and shall manage the affairs of the Organization, subject to the control of the Board of Directors. The President shall be a member of the executive committee and preside at all of its meetings.

9. Treasurer

The Treasurer shall be the chief fiscal officer of the Organization. He shall, when and if required by the Board of Directors, give bond for the faithful performance of the duties of his office in such form, in such sum, and with such sureties as the board shall require. The Treasurer shall have care, custody, collection and disbursement of the funds, securities and valuable paper of the Organization, except his own bond if any is required and except records and documents required by vote of the Board of Directors or by these By-Laws to be kept by some other person. Subject to the direction and control of the Board of Directors, he shall have general charge of the financial affairs of the Organization.

The Treasurer shall as often as the Board of Directors shall direct, but at least annually, render a written account of the finances of the Organization, which account shall become a part of the minutes of the meeting at which it was rendered. The Treasurer shall have power to endorse for deposit or collection all notes, checks, drafts, and other obligation and order for the payment of money to the Organization and open to inspection at all reasonable times by the Board of Directors. He shall keep the accounts of the Organization and shall send all notices and conduct all correspondence relating to financial matters of the Organization. If at any time the Treasurer is absent or unable to serve, the Chairman shall have all of the power given to the Treasurer by these By-Laws.

10. Clerk

The Clerk shall be a resident of Massachusetts. He shall keep a true and accurate record of the meetings of the Board of Directors and of the members in books provided therefor, which books shall be open at all reasonable times to the inspection of any member. He shall serve all notices as directed by the proper officers of the Organization. He shall deliver to the membership, the Board of Directors or the proper officer, as the case may be, any communications received by him. All books and records, other than fiscal records, of the Organization shall be in the custody of the Clerk, including, but not limited to the minute books, the Articles of Organization, and attested copy of the By-Laws with marginal references to all amendments thereto. In the absence of the Clerk from any meeting, a Clerk Pro-Tem shall be appointed to keep the minutes thereof.

11. Other Officers

Each officer shall, subject to the Articles of Organization and these By-Laws, have in addition to the duties and powers specifically set forth in these By-Laws, such duties and powers as are customarily incident to his office, and such duties and powers as the Board of Directors or the executive committee may from time to time designate.

ARTICLE VI

REMOVALS

The members may, at any meeting called for the purposes by a vote of a majority of the members of the Organization entitled to vote, remove with or without cause from office any Director or any officer elected by the members and elect his successor. The Board of Directors may likewise, by vote of majority of their entire number, remove from office and officer or agent elected or appointed by said board and elect his successor.

If the office of any Director or member of any committee or of any officer or agent, one or more, becomes vacant by reason of death, resignation, removal, disqualification or otherwise, the Directors or the remaining Directors, though less than a quorum, may, unless such vacancy, if in the office of trustee, Chairman, President, Treasurer or Clerk, shall have been filled by the members, choose a successor or successors, who shall hold office for the remaining term subject to the provisions of this Article VI.

ARTICLE VII

DISSOLUTION

Except as may otherwise required by law, the Organization may at any time dissolve by the affirmative vote of two thirds of the total number of the members of the Organization; provided, however, that in the event of any liquidation, dissolution, termination, or winding up of the Organization (whether voluntary, involuntary or by operation of law), the property or assets of the Organization remaining after providing for the payment of its debts and obligations shall conveyed, transferred, distributed, and set over outright to such one or more charitable or educational institutions or organizations, created and organized for nonprofit purpose similar to those of the Organization, contributions to which nonprofit institution or organizations are deductible under Section 170 (c) of the Internal Revenue Code of 1954 and which qualify as exempt from income tax under Section 501(c) (3) of said Code as said sections thereto as two-thirds of the total number of the members of the Organization may be vote designate in such vote; provided, further, that the Organization's property may be applied to charitable or educational purposes in accordance with the doctrine of cy pres in all respects as a court having jurisdiction in the premises may direct.

ARTICLE VIII

COLLECTION AND DISTRIBUTION OF FUNDS

The making of grants and contributions and otherwise rendering financial assistance for the purpose expressed in the Articles or Organization shall be within the exclusive power of the Board of Directors. In furtherance of the Organization's purposes and subject to the Article of Organization the Board of Directors shall have the power to make grants to any organization organized and operated exclusively for charitable or educational purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1954, as amended, or to any individual engaging in those activities enumerated in the Articles of Organization.

The Board of Directors shall review all requests for funds from other organizations or individuals, shall require that such funds specify the use to which the funds will be put, and if the Board of Directors approves the request, shall authorize payment of such funds to the approved grantee. The Board of Directors shall require that the funds were expended for the purposes which were approved by the Board of Directors.

The Board of Directors may, in its absolute discretion, refuse to make any grants or contributions or otherwise render financial assistance to or for all the purposes for which funds are requested.

ARTICLE IX

AUDIT OF BOOKS

Provision shall be made by the Board of Directors for an annual audit of the accounts of the treasurer, either by a committee of Directors or an accountant retained by the Board of Directors for the purpose of such audit.

ARTICLE X

PERSONAL LIABILITY

The Board of Directors shall have no power to bind the members of the Organization personally or to call upon them for the payment of any sum of money or any assessment whatever other than such sums as they may at any time personally agree to in writing to the Organization. All persons or corporations extending credit to, contracting with or having any claim against the Organization or the Board of Directors shall look only to the funds and property of the Organization for the payment of any such contract or claim, or for the payment of any debt, damage, judgment or decree or of any money that may otherwise become due or payable to them from the Organization or the Board of Directors, so that neither the members of the Organization, the Directors or officers, present or future shall be personally liable therefor.

ARTICLE XI

EXECUTION OF DOCUMENTS

Except as the Board of Directors or executive committee may authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Organization shall be signed on behalf of the Organization by the Chairman or the President or the Treasurer.

ARTICLE XII

SEAL

The seal of the Organization shall, subject to alteration by the Board of Directors or executive committee, consist of a flat-faced circular die with the name of the Organization and the year of its organization cut or engraved thereon.

ARTICLE XIII

FISCAL YEAR

Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Organization shall be on the last day of September of the year.

ARTICLE XIV

INDEMNIFICATION

The Organization shall, to the extent legally permissible, indemnify each of its Directors and Officers (including persons who serve at its request as Directors and Officers of another organization in which it has an interest) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office of thereafter by reason of his being or having been sued Director or Officer except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the Organization; provided, however, that as to any matter disposed of by a compromised payment by such trustee or officer pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the Organization, after notice that it involves such indemnification; (a) by a disinterested majority of the trustees then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such trustee or officer appears to have acted in good faith in the reasonable belief that his action was in the best interest of the Organization. Expenses including counsel fees, reasonably incurred by any such trustee or officer in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the Organization in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the Organization if he shall be adjudicated to be not entitled to indemnification under Massachusetts General Laws, Chapter 180, Section 6. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Director or Officer may be entitled. Nothing contained herein shall affect any rights to indemnification to which corporate personnel may be entitled by contract or otherwise under law. As used in this paragraph, the terms "Directors" and "Officers" and an uninterested Director is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending.

ARTICLE XV

AMENDMENTS

Except as otherwise provided by law, the Articles of Organization or these By-Laws may be altered, amended or repealed and new By-Laws may be adopted by an affirmative vote of two-thirds of the members of the Organization at any annual meeting of the members or at any special meeting shall specify such intention to amend and the subject matter of the proposed alteration, amendment or repeal of the By-Laws to be affected thereby.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 23 2004**

CONTEMPORARY ARTS INTERNATIONAL INC
C/O YIN PEET
276 TREMONT ST.
BOSTON, MA 01226

Employer Identification Number:
04-3472772
DLN:
17053093036004
Contact Person:
MICHAEL J HANSON ID# 31127
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
July 24, 2004
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
September 30, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

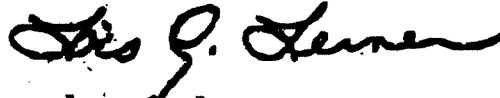
Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

CONTEMPORARY ARTS INTERNATIONAL INC

Sincerely,

A handwritten signature in dark ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with the first name "Lois" being more prominent and the last name "Lerner" following in a similar style.

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Form 872-C

Letter 1045 (DO/CG)

CONTEMPORARY ARTS INTERNATIONAL INC.

MISSION

- 1) Promote **Art Education** in general
- 2) Promote the **understanding and appreciation of contemporary arts** by the public and creating art works of contemporary idioms by established professional artists
- 3) Promote **international artists' collaboration** and cultural exchange
- 4) Enhance **understanding of art in the global context**
- 5) Promote **multidisciplinary collaborative art**

Contemporary Arts International Inc. ("CAI") was incorporated on May 11, 1999, and obtained its 501(c)(3) tax-exempt status on August 23, 2004.

Contemporary Arts International Inc. (CAI)

Board of Directors (2006-2008)

Doris Chu Art Administrator/Art Historian

150 N. Main Street, Sherborn, MA 01770

Tel: 508-655-5829

Mathew Liang, MD

348 Beacon Street, MA 02116

Tel: 617-484-8814

Viktor Lois, Sculptor, Tatabanya (Hungary) Art Camp Director

Szentendre, Bukkos Part 72, H-2000, Hungary

Tel: 0036-26-314-513

Mary Ni, Psychologist, Prof. of Salem State University

18 Park Vale Ave. #3, Allston, MA02134

Tel: 617-254-2055

Yin Peet, Sculptor

157 School Street, Wayland, MA01778

Tel: 508-655-6014

Elaine Sisler, Dancer, President of MASSH

3 Duston Lane, Acton, MA01720

Tel: 978-371-9833

John Wiedman, Sculptor, Director of Andres Institute of Art

35 Old Milford Rd, Brookline, NH

Tel: 603-673-8441

Officers

President:

Yin Peet (Artist)

157 School Street, Wayland, MA 01778, Tel: 508-655-6014

Clerk:

Doris Chu (Art Administrator/Art Historian)

150 N. Main Street, Sherborn, MA 01770, Tel: 508-655-5829

Treasurer:

Pau Lien Tan

141 West Plain Street, Wayland, MA 01778, Tel: 508-647-5164

Advisors

Jonathan Kravetz (Lawyer)

45 Decateur Lane, Wayland, MA 01778, Tel: 617-358-4185

Robert Lee, Executive Director of Asian American Art Center, New York City

26 Bowery, New York, NY 10013, USA, Tel: 212-233-2154

Ram Kumar Panday, Arts Editor; Writer; Prof. of Geography, Tribhuvan University, Nepal

4-192 Jawalakhel, Lalitpur, Kathmandu, Nepal, Tel: 0977-1-526785

Charles Stigliano, Sculptor, Asso. Prof., Massachusetts College of Arts, Boston

602 Highland Ave., Malden, MA 02148, USA, Tel: 978-321-4087

GRAHAM & HARSIP, P.C.

ATTORNEYS AT LAW
STRAWBERRY HILL BUILDING
289 GREAT ROAD, SUITE 101
ACTON, MA 01720

STEVEN R. GRAHAM
BARRY S. HARSIP**

Tel: 978-264-0480
Fax: 978-264-4990


sgraham@graham-harsip.com
barryharsip@graham-harsip.com

AIMEE BONACORSI
JAY R. PEABODY

abonacorsi@graham-harsip.com
jpeabody@graham-harsip.com

MEMORANDUM

TO: Planning Board, Town of Acton
Conservation Commission, Town of Acton

FROM: Steven R. Graham 

RE: Yin Peet and R. Creighton Peet
Property off of Quarry Road, Acton

DATE: May 17, 2006

It is my understanding that both the Conservation Commission and the Planning Board have asked that my clients, Yin Peet and R. Creighton Peet, provide them with information relative to the access to their property which is off of Quarry Road. This memorandum is intended to provide such information.

The Peets, the owners of the above-noted property by virtue of a deed from North Acton Granite, Inc., recorded with the Middlesex South District Registry of Deeds in Book 41598, Page 399 (copy attached). Said property was conveyed "Together with all of the right of way to and from the said premises which I have by grant and by way of use over a period of sixty years of uninterrupted or challenged benefit, and use." Said language is contained in earlier deeds from Ash Construction Corp. to North Acton Granite, Inc. dated May 26, 1953, recorded with said Deeds in Book 8080, Page 535 and in a deed from Axel G. Lundberg to Ash Construction Corp. dated September 15, 1952, recorded with said Deeds in Book 7966, Page 326.

I:\re\peet memo to boards

GRAHAM & HARSIP, P.C.

May 17, 2006

Page Two

The right-of-way to the Quarry is shown on various plans recorded with said Deeds, one of which is entitled "Plan of Land in Acton, Mass. owned by T. Leo McCarthy" dated September 10, 1968, prepared by Harlan E. Tuttle, Surveyors and recorded with said Deeds as Plan No. 703 of 196 in Book 11706, Page End (copy attached). The aforementioned plan depicts a portion of the land acquired by North Acton Woods Limited Partnership in connection with the development of North Acton Woods. North Acton Woods Limited Partnership conveyed to the Town of Acton by deed recorded with said Deeds in Book 43751, Page 66 Open Space A and Open Space C shown on a plan of land entitled "North Acton Woods", prepared for Harlan Homes, Inc., which plan was endorsed by the Town of Acton Planning Board on March 3, 1999, and recorded with said Deeds as Plan No. 314 of 1999 in Book 29965, Page 136. I have attached a copy of said plan which, on the fourth page, again shows the right-of-way to my clients' property.

For the Boards' information, I have enclosed herewith a copy of a "Private Way and Maintenance Agreement" recorded with said Deeds in Book 47181, page 290, entered into between my clients and Candace I. Valente for the property located at 64 Quarry Road, Acton to clarify the rights of the parties relative to the right-of-way crossing the Valente property from Quarry Road to the Peet property.

I trust that the foregoing is sufficient to clarify my clients' rights with regard to access to their property.

North Acton Granite Inc.

a corporation duly established under the laws of Massachusetts
and having its usual place of business at C/o John Viaggio, 81 Astor Drive, Mahopac, N.Y.
10541 County, Massachusetts, for consideration paid,
grants to *of Eighty thousand and 00/100 (\$80,000.00) Dollars*
Yin Peet, and R. Creighton Peet, husband and wife tenants by the entirety

of 157 School Street, Wayland, Ma 01778 with quitclaim covenants
the land in

[Description and encumbrances, if any]

See attached Schedule A made a part hereof:



Bk: 41598 Pg: 399
Recorded: 12/12/2003
Document: 00000189 Page: 1 of 4

12/12/03 10:59AM 01
000000 H3296

FEE \$364.80

CASH \$364.80

CANCELLED
CAMBRIDGE
DEEDS REGIS
MIDDLE SOUTH

For title reference see deed recorded at Book 8080 Page 535 and deed
recorded at Book 8313 Page 248.

In witness whereof, the said North Acton Granite, Inc.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered
in its name and behalf by John Viaggio, its President and Treasurer
its hereto duly authorized, this 31st

day of October in the year one thousand nine hundred and two thousand three

Signed and sealed in presence of

Anthony Pasquantonio

John Viaggio President
by *John Viaggio* Treasurer

The Commonwealth of Massachusetts

ss.

October 31, 2003

19

Then personally appeared the above named John Viaggio

and acknowledged the foregoing instrument to be the free act and deed of the
North Acton Granite, Inc.

before me,

Anthony Pasquantonio
Notary Public — Justice of the Peace

My commission expires
ANTHONY PASQUANTONIO
Notary Public, State of New York
No. 60-8288950
Qualified in Westchester County
Commission Expires 2-14-31-2006

Quarry Road Plan: Acton

364.80
MASS. EXCISE TAX:

2. The Property is described as follows: Land in Acton, Middlesex County, Massachusetts in that part of Acton commonly known as NORTH ACTON, the land in said Acton being certain parcels of land, all situated in the Northerly part of said Acton and bounded and described as follows:

FIRST: A certain parcel of land described in deed of Luke Smith and Al Robbins to Timothy Sullivan, et al dated December 9, 1884, recorded Middlesex Deeds book 1689, page 467, said lot being bounded and described as follows:

About three and one-half acres of woodland on which is a quarry, the same being situated in the northerly part of Acton aforesaid and bounded and described as follows:

Beginning at the westerly corner of the premises at land of John P. Rouillard, thence running Northeasterly on land of said Rouillard and land of Moran and Davis about thirty rods to land of David M. Handley; thence turning a little more Southerly on land of said Handley about twenty-five rods to a stone stuck in the ground; thence running Southwesterly about twenty-five rods on land of said Handley to a stake and stones; thence on in about the same course about sixteen rods to a stake and stones; thence Westerly by land of said Handley about eleven rods to the bounds first mentioned.

SECOND: A certain parcel of land described in deed of Emerline A. Davis to Timothy Sullivan, et al, dated December 4, 1884, recorded with said Deeds book, 1689, page 466, said parcel being bounded and described as follows:

One undivided half of an acre of land in the Northerly part of said Acton bounded as follows, viz:

Beginning at the Northeasterly corner of premises herein granted at a stake and stones at land of Smith and Robbins and land of David M. Handley; thence Southerly bounding on land of Smith and Robbins twenty rods to a stake and stones at land of John Rouillard; thence westerly on land of said Rouillard eight rods to a stake and stones; thence Northerly on land of said Rouillard twenty rods to a stake and stones at land of David M. Handley; thence Easterly by land of said Handley eight rods to the corner and bound first mentioned, including one-half interest in the water pipe on the premises and in the stone quarried and lying thereon.

THIRD: A certain parcel of land described in deed of Eli W. Hoyt to Timothy Sullivan, et al, dated December 19, 1884, recorded with said Deeds book 1693, page 503, said lot being bounded and described as follows:

One undivided half of a certain piece or parcel of land containing one acre situated in the Northerly part of Acton in said County and bounded and described as follows:

Beginning at the Northeasterly corner of the premises herein granted at a stake and stones at land of one Smith and one Robbins and at land of David M. Handley; thence Southerly bounding on land of said Smith and said Robbins twenty rods to a stake and stones at land of John Rouillard; thence westerly on land of said Rouillard eight rods to a stake and stones; thence northerly on land of said Rouillard twenty rods to stake and stones at land of David M. Handley; thence easterly by land of said Handley eight rods to the corner and bound first mentioned.

FOURTH: A certain parcel of land described in deed of John P. Rouillard to David C. Harris dated November 3, 1891, recorded with said Deeds book 2079, page 148, said parcel being bounded and described as follows:

About thirty-six square rods of wood and sprout land situated in the northerly part of said Acton near the stone quarry formerly of Sullivan, Harris and Prescott, and bounded and described as follows:

Beginning at the most Northerly corner of granted premises at a stone bound at my own land; thence running S. 39° 3' W. fifty-nine feet to a stone bound; thence S 54 3/4° E. one hundred twenty-four and one-half feet by my own land to a stone bound; thence N 40° 10' E ninety-seven feet to a stone bound; thence Westerly by land of said David C. Harris one hundred thirty-four feet to bound first mentioned.

FIFTH: A certain parcel of land bounded and described as follows:

Beginning at a stone bound at land of Handley heirs and other land of David C. Harris, the grantee; thence running at various angles along said other

Land of grantee five hundred one and one-half feet to a stone bound at land now or formerly of Thomas McCarthy; thence turning and running in a Southerly direction along said land of McCarthy sixty-six feet; thence turning and running South westerly two hundred seventeen feet; thence turning and running Northwesterly three hundred ninety-three feet to land now or formerly of the heirs of David W. Handley; thence turning and running Northerly along said land of Handley one hundred feet to point of beginning.

The foregoing five parcels being the same described in a deed from David C. Harris to David C. Harris dated December 10, 1928 and recorded with Middlesex South District Deeds, Book 5306 Page 152.

Also, a certain tract of woodland containing seven acres and thirty-six square rods be the same more or less situated in the Northerly part of said Action near said Harris' Granite Quarry bounded and described as follows:

Beginning at the most Southerly corner of the premises at an angle in the wall by the Parsons farm thence South 79 48 East by land of Thomas McCarthy four hundred feet to a stone bound; thence North 40 14 East by land of said McCarthy three hundred and ninety-four feet to a stone bound at land of said Harris; thence North 54 $\frac{3}{4}$ West on said Harris' land one hundred twenty-four and $\frac{1}{2}$ feet to a stone bound; thence North 39 3 East on said Harris land fifty-nine feet; thence in about the same course by land of said Harris about three hundred and eighteen feet to a stone bound at land of heirs of D. M. Handley ; thence N. 76 W. by land of said heirs three hundred and twenty-three feet to a stone post at the land formerly of D. M. Handley ; thence S. 52 4 W. by land formerly of said Handley six hundred and eighty feet to a stone post at the wall by land of the late John W. Parsons; thence S. 5 25 E. by a wall and land of said Parsons heirs two hundred and fifteen feet to the corner and bounds first mentioned. Being the same premises described in deed of Wm. D. Tuttle Executor to David C. Harris dated November 1 1900 recorded with said Deeds, Book 2857 Page 358. Excepting from the above described parcel, the fifth parcel herein described; said fifth parcel being a part of this lot and having been heretofore conveyed by said David C. Harris.

Together with all the right of way to and from the said premises which I have by grant and by way of use over a period of sixty years of uninterrupted or challenged benefit, and use.

The land in Acton

Beginning at the northeasterly corner at a stone bound at land of Farquhar and Kennedy thence running westerly by said Kennedy land on the northerly side a roadway, leading to the quarry, to land formerly of Thomas McCarty; thence southeasterly across said roadway to land of Green; thence easterly on the south side of said roadway by said Green land to land of said Farquhar; thence northerly by said Farquahar land to the point of beginning.

Meaning and intending to convey all right, title and interest in said land and roadway, however reserving the right of all abbutors, their heirs, and assigns to pass and repass over said roadway. Also subject to any and all rights of way so far as now in force

AXEL G. LUNDBERG

of Westford Middlesex County, Massachusetts,
being married, for consideration paid, grants to

ASH CONSTRUCTION CORP.

a New York Corporation
of Flushing, L.I., New York State

with warranty covenants

the land in said Acton being certain parcels of land, all situated in the North-
(Description and encumbrances, if any)

erly part of said Acton and bounded and described as follows:

FIRST: A certain parcel of land described in deed of Luke Smith and Al Robbins to Timothy Sullivan, et al dated December 9, 1884, recorded Middlesex Deeds book 1689, page 467, said lot being bounded and described as follows: About three and one-half acres of woodland on which is a quarry, the same being situated in the northerly part of Acton aforesaid and bounded and described as follows:

Beginning at the westerly corner of the premises at land of John P. Rouillard, thence running Northeasterly on land of said Rouillard and land of Moran and Davis about thirty rods to land of David M. Handley; thence turning a little more Southerly on land of said Handley about twenty-five rods to a stone stuck in the ground; thence running Southwesterly about twenty-five rods on land of said Handley to a stake and stones; thence on in about the same course about sixteen rods to a stake and stones; thence Westerly by land of said Handley about eleven rods to the bounds first mentioned.

SECOND: A certain parcel of land described in deed of Emerline A. Davis to Timothy Sullivan, et al, dated December 4, 1884, recorded with said Deeds book 1689, page 466, said parcel being bounded and described as follows:

One undivided half of an acre of land in the Northerly part of said Acton bounded as follows, viz:

Beginning at the Northeasterly corner of premises herein granted at a stake and stones at land of Smith and Robbins and land of David M. Handley; thence Southerly bounding on land of Smith and Robbins twenty rods to a stake and stones at land of John Rouillard; thence westerly on land of said Rouillard eight rods to a stake and stones; thence Northerly on land of said Rouillard twenty rods to a stake and stones at land of David M. Handley; thence Easterly by land of said Handley eight rods to the corner and bound first mentioned, including one-half interest in the water pipe on the premises and in the stone quarried and lying thereon.

THIRD: A certain parcel of land described in deed of Eli W. Hoyt to Timothy Sullivan, et al, dated December 19, 1884, recorded with said Deeds book 1693, page 503, said lot being bounded and described as follows:

One undivided half of a certain piece or parcel of land containing one acre situated in the Northerly part of Acton in said County and bounded and described as follows:

Beginning at the Northeasterly corner of the premises herein granted at a stake and stones at land of one Smith and one Robbins and at land of David M. Handley; thence Southerly bounding on land of said Smith and said Robbins twenty rods to a stake and stones at land of John Rouillard; thence westerly on land of said Rouillard eight rods to a stake and stones; thence northerly on land of said Rouillard twenty rods to stake and stones at land of David M. Handley; thence easterly by land of said Handley eight rods to the corner and bound first mentioned.

FOURTH: A certain parcel of land described in deed of John P. Rouillard to David C. Harris dated November 3, 1891, recorded with said Deeds book 2079, page 148, said parcel being bounded and described as follows:

About thirty-six square rods of wood and sprout land situated in the northerly part of said Acton near the stone quarry formerly of Sullivan, Harris and Prescott, and bounded and described as follows:

Beginning at the most Northerly corner of granted premises at a stone bound at my own land; thence running S. 39° 3' W. fifty-nine feet to a stone bound; thence S 54 3/4° E. one hundred twenty-four and one-half feet by my own land to a stone bound; thence N 40° 10' E ninety-seven feet to a stone

bound; thence Westerly by land of said David C. Harris one hundred thirty-four feet to bound first mentioned.

FIFTH; A certain parcel of land bounded and described as follows:

Beginning at a stone bound at land of Handley heirs and other land of David C. Harris, the grantee; thence running at various angles along said other land of grantee five hundred one and one-half feet to a stone bound at land now or formerly of Thomas McCarthy; thence turning and running in a Southerly direction along said land of McCarthy sixty-six feet; thence turning and running Southwesterly two hundred seventeen feet; thence turning and running northwesterly three hundred ninety-three feet to land now or formerly of the heirs of David W. Handley; thence turning and running Northerly along said land of Handley one hundred feet to point of beginning.

The foregoing five parcels being the same described in a deed from David C. Harris to David C. Harris dated December 10, 1928 and recorded with Middlesex South District Deeds Book 5306, Page 152.

Also a certain tract of woodland containing seven acres and thirty-six square rods be the same more or less situated in the Northerly part of said Acton near said Harris' Granite Quarry bounded and described as follows:

Beginning at the most Southerly corner of the premises at an angle in the wall by the Parsons farm; thence South $79^{\circ} 48'$ East by land of Thomas McCarthy four hundred feet to a stone bound; thence North $40^{\circ} 14'$ East by land of said McCarthy three hundred and ninety four feet to a stone bound at land of said Harris; thence North $54^{\circ} 3/4'$ West on said Harris' land one hundred twenty-four and $1/2$ feet to a stone bound; thence North $39^{\circ} 3'$ East on said Harris land fifty-nine feet; thence in about the same course by land of said Harris about three hundred and eighteen feet to a stone bound at land of heirs of D. M. Handley; thence N. 76° W by land of said heirs three hundred and twenty-three feet to a stone post at land formerly of D. M. Handley; thence S $52^{\circ} 4'$ W by land formerly of said Handley six hundred and eighty feet to a stone post at the wall by land of the late John W. Parsens; thence S $5^{\circ} 25'$ E by a wall and land of said Parsons heirs two hundred and fifteen feet to the corner and bounds first mentioned. Being the same premises described in deed of Wm. D. Tuttle Executor to David C. Harris dated November 1, 1900, recorded with said deeds book 2857, Page 358. Excepting from the above described parcel, the fifth parcel herein described; said fifth parcel being a part of this lot and having been heretofore conveyed by said David C. Harris.

Together with all of the right of way to and from the said premises which I have by grant and by way of use over a period of sixty years of uninterrupted or challenged benefit, and use.

I, Amanda Lundberg,

known wife of said grantor,

release to said grantee all rights of ~~ownership by the grantor~~ and other interests therein.

Witness our hand and seal this 15th day of Sept. 1952

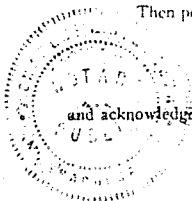
Amanda Lundberg
Charles L. Kidwell to A.S.P. Axel G. Lundberg

The Commonwealth of Massachusetts

Worcester ss. Worcester Sept. 15 1952

Then personally appeared the above named Axel G. Lundberg
Amanda Lundberg

and acknowledged the foregoing instrument to be their free act and deed, before me



Charles L. Kidwell
Notary Public—Justice of the Peace
My commission expires Sept 10 1954

Ash Construction Corp.

a corporation duly established under the laws of New York
and having its usual place of business at 143-10 Ash Avenue, Queens County, New York
County, ~~Massachusetts~~ for consideration paid
grant to North Acton Granite Inc.

of North Acton, Mass., and New York City with warranty covenants

the land in said Acton being certain parcels of land, all situated in the Northerly part of said Acton and bounded and described as follows:

FIRST: A certain parcel of land described in deed of Luke Smith and Al Robbins to Timothy Sullivan, et al dated December 9, 1884, recorded Middlesex South District Deeds, Book 1689, Page 467, said lot being bounded and described as follows:

About three and one-half acres of woodland on which is a quarry, the same being situated in the northerly part of Acton aforesaid and bounded and described as follows:

Beginning at the westerly corner of the premises at land of John P. Rouillard, thence running Northeasterly on land of said Rouillard and land of Moran and Davis about thirty rods to land of David M. Handley; thence turning a little more Southerly on land of said Handley about twenty-five rods to a stone stuck in the ground; thence running South-westerly about twenty-five rods on land of said Handley to a stake and stones; thence on in about the same course about sixteen rods to a stake and stones; thence Westerly by land of said Handley about eleven rods to the bounds first mentioned.

SECOND: A certain parcel of land described in deed of Emerline A. Davis to Timothy Sullivan, et al, dated December 4, 1884, recorded with said Deeds, Book 1689, Page 466, said parcel being bounded and described as follows:

One undivided half of an acre of land in the Northerly part of said Acton bounded as follows, viz:

Beginning at the Northeasterly corner of premises herein granted at a stake and stones at land of Smith and Robbins and land of David M. Handley; thence Southerly bounding on land of Smith and Robbins twenty rods to a stake and stones at land of John Rouillard; thence Westerly on land of said Rouillard eight rods to a stake and stones; thence Northerly on land of said Rouillard twenty rods to a stake and stones at land of David M. Handley; thence Easterly by land of said Handley eight rods to the corner and bound first mentioned, including one-half interest in the water pipe on the premises and in the stone quarried and lying thereon.

THIRD: A certain parcel of land described in deed of Eli W. Hoyt to Timothy Sullivan, et al, dated December 19, 1884, recorded with said Deeds, Book 1693, Page 503, said lot being bounded and described as follows:

One undivided half of a certain piece or parcel of land containing one acre situated in the Northerly part of Acton in said County and bounded and described as follows:

Beginning at the Northeasterly corner of the premises herein granted at a stake and stones at land of one Smith and one Robbins and at land of David M. Handley; thence Southerly bounding on land of said Smith and said Robbins twenty rods to a stake and stones at land of John Rouillard; thence Westerly on land of said Rouillard eight rods to a stake and stones; thence Northerly on land of said Rouillard twenty rods to stake and stones at land of David M. Handley; thence Easterly by land of said Handley eight rods to the corner and bound first mentioned.

FOURTH: A certain parcel of land described in deed of John P. Rouillard to David C. Harris, dated November 3, 1891, recorded with said Deeds, Book 2079, Page 148, said parcel being bounded and described as follows:

About thirty-six square rods of wood and sprout land situated in the Northerly part of said Acton near the stone quarry formerly of Sullivan, Harris and Prescott, and bounded and described as follows:

Beginning at the most Northerly corner of granted premises at a stone bound at my own land; thence running S. 39° 3' W. fifty-nine feet to a stone bound; thence S. 54 3/4° E. one hundred twenty-four and one-half feet by my own land to a stone bound; thence N. 40° 10' E. ninety-seven feet to a

stone bound; thence Westerly by land of said David C. Harris one hundred thirty-four feet to bound first mentioned.

FIFTH: A certain parcel of land bounded and described as follows:

Beginning at a stone bound at land of Handley heirs and other land of David C. Harris, the grantee; thence running at various angles along said other land of grantee five hundred one and one-half feet to a stone bound at land now or formerly of Thomas McCarthy; thence turning and running in a Southerly direction along said land of McCarthy sixty-six feet; thence turning and running Southwesterly two hundred seventeen feet; thence turning and running Northwesterly three hundred ninety-three feet to land now or formerly of the heirs of David W. Handley; thence turning and running Northerly along said land of Handley one hundred feet to point of beginning.

The foregoing five parcels being the same described in a deed from David C. Harris to David C. Harris dated December 10, 1928 and recorded with Middlesex South District Deeds, Book 5306, Page 152.

Also a certain tract of woodland containing seven acres and thirty-six square rods be the same more or less situated in the Northerly part of said Acton near said Harris' Granite Quarry bounded and described as follows:

Beginning at the most Southerly corner of the premises at an angle in the wall by the Parsons farm; thence South $79^{\circ} 48'$ East by land of Thomas McCarthy four hundred feet to a stone bound; thence North $40^{\circ} 14'$ East by land of said McCarthy three hundred and ninety-four feet to a stone bound at land of said Harris; thence North $54 \frac{3}{4}^{\circ}$ West on said Harris' land one hundred twenty-four and $\frac{1}{2}$ feet to a stone bound; thence North $39^{\circ} 3'$ East on said Harris land fifty-nine feet; thence in about the same course by land of said Harris about three hundred and eighteen feet to a stone bound at land of heirs of D. M. Handley; thence N. 76° W. by land of said heirs three hundred and twenty-three feet to a stone post at land formerly of D. M. Handley; thence S. $52^{\circ} 4'$ W. by land formerly of said Handley six hundred and eighty feet to a stone post at the wall by land of the late John W. Parsons; thence S. $5^{\circ} 25'$ E. by a wall and land of said Parsons heirs two hundred and fifteen feet to the corner and bounds first mentioned. Being the same premises described in deed of Wm. D. Tuttle Executor to David C. Harris dated November 1, 1900, recorded with said Deeds, Book 2857, Page 358. Excepting from the above described parcel, the fifth parcel herein described; said fifth parcel being a part of this lot and having been heretofore conveyed by said David C. Harris.

Together with all of the right of way to and from the said premises which I have by grant and by way of use over a period of sixty years of uninterrupted or challenged benefit, and use.

For title see Deed of Axel G. Lundberg to us dated September 15, 1952, Recorded Middlesex So. District Deeds, Book 7966, Page 326.



In witness whereof the said Ash Construction Corp.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by John Viaggio

its President this 26th day of May
in the year one thousand nine hundred and fifty-three.

BOOK
8080
PAGE
537

Signed and sealed in presence of

Mont Viaggio
ASH CONSTRUCTION CORP.
by *John Viaggio*
President
The Commonwealth of Massachusetts
ss. May 26th
Then personally appeared the above named John Viaggio
and acknowledged the foregoing instrument to be the free act and deed of the

Ash Construction Corp.

before me

Richard D. Higgins
Notary Public

My commission expires 1956

My Commission Expires July 13, 1956

Rec'd & entered for record May 28, 1953 at 1h. 34m. P.M. #256

BOSTON FEDERAL SAVINGS AND LOAN ASSOCIATION

a United States Corporation, of Boston, Suffolk County, Massachusetts,
resulting from the legal conversion of the BOSTON CO-OPERATIVE BANK
the holders of a mortgage from
Harry E. Malmsten and Rena Malmsten, his wife, both of Wakefield,
dated January 23, A. D. 1953, recorded with Middlesex So. District
Deeds book 8025 page 199, acknowledges
satisfaction of the same.

In witness whereof it has caused its corporate seal to be hereto affixed and these presents
to be signed by Edmond F. Dagnino its Treasurer,
this twenty-eighth day of May A. D. 1953 President

BOSTON FEDERAL SAVINGS AND LOAN ASSOCIATION,

by its Treasurer, President,

Edmond F. Dagnino
Edmond F. Dagnino

Commonwealth of Massachusetts

SUFFOLK, S. S. May 26, 1953 Then personally
appeared the above-named Edmond F. Dagnino Treasurer and acknowledged
the foregoing instrument to be the free act and deed of the BOSTON FEDERAL SAVINGS AND LOAN
ASSOCIATION, before me —

John J. Herlihy
John J. Herlihy 4-6-56
Notary Public
Justice of the Peace

Rec'd & entered for record May 28, 1953 at 1h. 36m. P.M. #257

PAR 24 @
C-5

Bk: 43751 Pg: 66



2004 00245480

DEED

Bk: 43751 Pg: 88 Doc: DEED

Page: 1 of 1 09/21/2004 02:33 PM

North Acton Woods Limited Partnership, a Massachusetts limited partnership with its principal place of business at 50 Dodge Street, Beverly, Essex County, Massachusetts 01915, hereinafter called the "Grantor", for consideration paid and in full consideration of the sum of One Dollar (\$1.00) grants to the Town of Acton, a municipal corporation, with an office at Town Hall, 472 Main Street, Acton, Massachusetts, 01720 hereinafter collectively called the Grantee, the land in Acton, Massachusetts, shown as Open Space A and Open Space C as are shown on a plan entitled "North Acton Woods", prepared for Highland Homes, Inc., 1 Robbins Road, Ayer, MA by Acton Survey and Engineering, 277 Central Street, Acton, MA, endorsed by the Town of Acton Planning Board on March 3, 1999 and recorded with the Middlesex South District Registry of Deeds as Plan No. 314 of 1999, recorded at Book 29965, Page 136. Open Space A was modified by Plan No. 605 of 2001.

This grant is made pursuant to condition 3.2.22 in the December 9, 1998 North Acton Woods Definitive Subdivision and Planned Conservation Residential Community Special Permit (Decision 98-17), recorded at said Registry Book 29691, Page 421. The premises are conveyed for the purposes of conservation, historic preservation and education, outdoor education, recreation, park purposes, agriculture, horticulture, forestry or open space.

Being a portion of the Premises conveyed to the Grantor by deed of Creative Land Management Associates, Inc., dated June 20, 2000, at Book 31524, Page 39.

In Witness Whereof, North Acton Woods Limited Partnership has caused this deed to be duly signed on its behalf by North Acton Woods Corp., its General Partner, by Albert R. Symes, its President and Treasurer, being duly authorized, as an instrument under seal this 24 day of August, 2004.

North Acton Woods Limited Partnership
By: North Acton Woods Corp.
Its General Partner

By: [Signature]
Albert R. Symes as President and Treasurer
acting in his corporate capacity and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 24 day of August, 2004, before me, the undersigned notary public, personally appeared Albert R. Symes as President and Treasurer of North Acton Woods Corp., acting as general partner of North Acton Woods Limited Partnership, proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said limited partnership.

[Signature]
Notary Public:

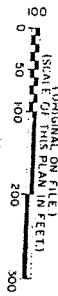
My Commission Expires:

Christine T. Matz
Notary Public
My Commission Expires
October 1, 2010

After recording please return to:

Pamela C. Messenger
Palmer & Dodge LLP
111 Huntington Avenue
Boston, MA 02199

Walter S. Little, -dunsmuir



Power Homes, Inc.

LINE

MATCH

Approximate Zone Line Residence R-2
General Industrial I-1

Power Homes Inc

Donat A. Plamondon

100861
55861
511-5-11-5

Granite post found
N.S.

North Action

~~Prove~~
Cronite
Past Found

Kennedy
and Corp

next Property of Bonds, So. Dist
California, Atty's
703(A)(F) of 1969
uly10 1969 10 14 8m Am
LONE Doc No.



REC-12.
BY MAIL

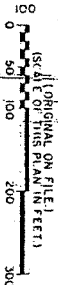
Plan of Land in
ACTON, MASS.

Owned by

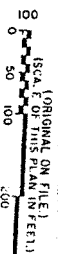
T. Leo McCarthy

Scale 100 feet to an inch
September 10, 1968

- Harlan E. Tuttle, Surveyor.

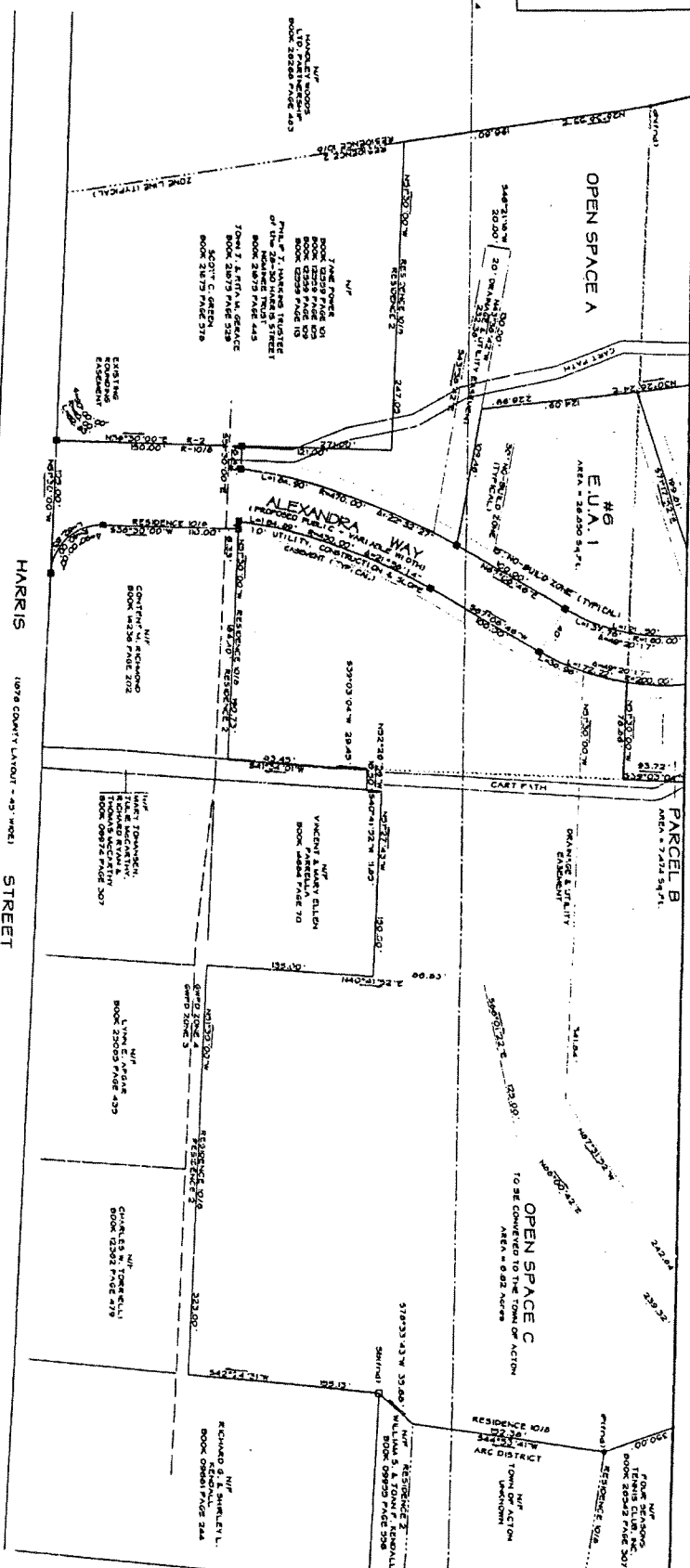
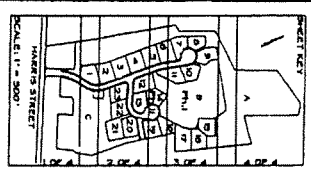


703(Baf3) 11969
11706 11969
END



PLAN NUMBER 703(COF3) 1969
FUND, 11/10/69 706 1400FND

Address: Registry of Deeds
 Commonwealth of Massachusetts
 Planning Board
 100 State Street
 Boston, MA 02109
 Date: 10/15/99
 By: [Signature]
 Title: [Signature]



NOTES:
 1. THE TOWN OF NORTH ATTLEBORO HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE TOWN'S ZONING REGULATIONS.
 2. THE TOWN OF NORTH ATTLEBORO HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE TOWN'S ZONING REGULATIONS.
 3. THE TOWN OF NORTH ATTLEBORO HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE TOWN'S ZONING REGULATIONS.

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NORTH ACTON WOODS
 DEFINITIVE SUBDIVISION PLAN
 PLANNED CONSERVATION RESIDENTIAL COMMUNITY

HIGHLAND HOMES, INC.
 1 ROBBINS ROAD
 AYER, MASSACHUSETTS 01452

DATE: 10/15/99
BY: [Signature]

DATE: 10/15/99
BY: [Signature]

DATE: 10/15/99
BY: [Signature]

DATE: 10/15/99
BY: [Signature]



DATE: 10/15/99
BY: [Signature]

DATE: 10/15/99
BY: [Signature]

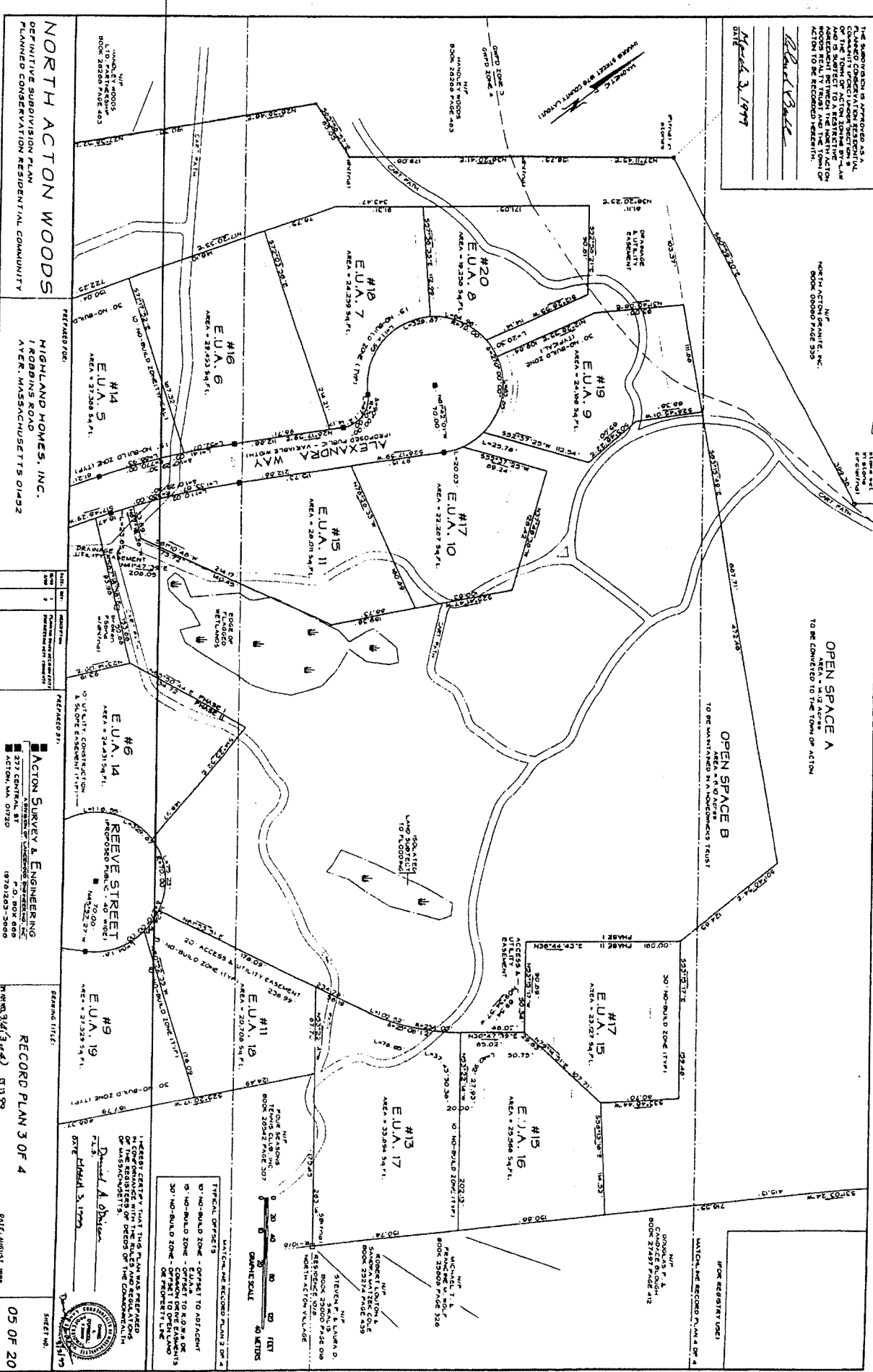
THIS SUBDIVISION IS APPROVED AS A PLANNED CONSERVATION RESIDENTIAL COMMUNITY UNDER A RESERVATION OF RIGHTS AND IS SUBJECT TO A RESTRICTIVE COVENANT, CONDITIONS, AND EASEMENTS, ALL OF WHICH ARE SET FORTH IN THE PLANNED CONSERVATION RESIDENTIAL ACTION TO BE RECORDED HEREIN.

Robert V. Blawie
 August 3, 1999

NORTH ACTON RESERVATION, INC.
 BOOK 00900 PAGE 330

OPEN SPACE A
 TO BE MAINTAINED IN A FOREWOMEN'S TRUST
 TO BE CONVEYED TO THE TOWN OF ACTON

OPEN SPACE B
 TO BE MAINTAINED IN A FOREWOMEN'S TRUST



NORTH ACTON WOODS
 DEFINITIVE SUBDIVISION PLAN
 PLANNED CONSERVATION RESIDENTIAL COMMUNITY

HIGHLAND HOMES, INC.
 1 ROBINS ROAD
 AYER, MASSACHUSETTS 01452

ACTON SURVEY & ENGINEERING
 271 CENTRAL ST.
 ACTON, MA 01720
 (978) 263-3800

RECORD PLAN 3 OF 4
 05 OF 20

05 OF 20
 SCALE: 1" = 40'

1. NECESSARY CERTIFY THAT THIS PLAN WAS PREPARED BY A LICENSED SURVEYOR IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRATION OF PROFESSIONAL SURVEYORS OF MASSACHUSETTS.
David A. Odion
 DATE: August 3, 1999



THE SAVANNOH IS APPROVED AS A PLANNED CONSERVATION RESIDENTIAL COMMUNITY UNDER SECTION 5 OF THE TOWN OF ACTON ZONING BY-LAW AND IS SUBJECT TO A RESTRICTIVE AGREEMENT BETWEEN THE NORTH ACTON WOODS REALTY TRUST AND THE TOWN OF ACTON TO BE RECORDED HEREWITH.

McLoud, B. L.

TYPICAL OFFSETS

NO-NO-BUILD ZONE - OFFSET TO ADJACENT E.U.A.
NO-NO-BUILD ZONE - OFFSET TO R.O.W.s OR
COMMON DRIVE ELEMENTS
NO-NO-BUILD ZONE - OFFSET TO OPEN LAND
OR PROPERTY LINE

0 20 40 80 20 40 FEET
0 20 40 METERS
GRAPHIC SCALE

1. I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERED OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

David A. DiPietro
 F.S.
 May 3, 1999
 DATE

March 3, 1999
DATE



N/P
NORTH ATOM GRAVITE, INC.
BOOK 66090 PAGE 535

OPEN SPACE A
#244 212 4000
TO BE CONVERTED TO THE CANAL ZONE

NORTH ACTON WOODS

DEFINITIVE SUBDIVISION PLAN
PLANNED CONSERVATION RESIDENTIAL COMMUNITY

HIGHLAND HOMES, INC.

1 ROBBINS ROAD
AYER, MASSACHUSETTS 01432

IN
A
C
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N

ACTION SURVEY & ENGINEERING
A DIVISION OF LANCEWOOD DESIGN, INC.
277 CENTRAL ST. P.O. BOX 500

DRAWING TITLE:

RECORD PLAN 4 OF 4

SHEET NO.

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PRIVATE WAY AND MAINTENANCE AGREEMENT

 Bk: 47181 Pg: 290 Doc: AGR
 Page: 1 of 8 03/29/2008 11:35 AM

AGREEMENT made this 6TH day of March, 2006 by and between
 Candace I. Valente of 64 Quarry Road, Acton, Massachusetts 01720
 (hereinafter referred to as "Valente") and Yin Peet and R.
 Creighton Peet of 157 School Street, Wayland, Massachusetts 01778
 (hereinafter "Peet").

WHEREAS, Valente is the owner of a certain parcel of land,
 with the buildings thereon, at 64 Quarry Road, Acton, Massachusetts
 01720, more particularly shown as Lot 6 on a plan of land entitled
 "Plan of Land, Quarry Road, Acton, Massachusetts" prepared for
 Robert Tierney, 10 Tallard Road, Westford, Massachusetts dated
 September 15, 1994, recorded with the Middlesex South District
 Registry of Deeds as Plan No. 963 in Book 24888, Page 146 (the
 "Valente Parcel") (for title see Deed recorded with said Deeds in
 Book 39186, Page 87) (the "Tierney Plan"); and

WHEREAS, Peet are owners of those certain parcels of land set
 forth in Exhibit A attached hereto and incorporated herein by
 reference (the "Peet Parcels"); and

WHEREAS, Peet claims a certain right of way across the Valente
 Parcel as shown on various plans of record recorded at the
 Middlesex South District Registry of Deeds and as set forth in the
 deed to Peet from North Acton Granite Inc. recorded with said deeds

I:\re\peet driveway agreement

1

 RETURN TO:
 GRAHAM & HARSIP, P.C.
 ATTORNEYS AT LAW
 289 GREAT ROAD
 ACTON, MA 01720

in Book 41598, Page 399 and prior recorded deeds for the Peet
Parcels (the "Right of Way"); and

WHEREAS, Valente disputes Peet's rights to use the Right of
Way; and

WHEREAS, Peet intends to develop the Peet Parcels; and

WHEREAS, Peet and Valente wish to reach agreement with respect
to the intended use of the Right of Way and the rights and
obligations of each of the parties hereto to the use of said Right
of Way.

NOW THEREFORE, in consideration of the foregoing premises, the
covenants set forth hereinafter and other good and valuable
consideration, the receipt and sufficiency of which the parties do
hereby acknowledge, the parties agree as follows:

1. Valente and Peet enter into this Private Way and
Maintenance Agreement intending it to run with the land and be
binding upon each of the parties hereto, their successors,
successors in interest, and assigns.
2. The parties shall have the perpetual, non-exclusive right
to use that area shown as "40' R.O.W." on the plan entitled "Sketch
Plan of Easement", a copy of which is attached hereto and
incorporated herein by reference, for travel by foot and by motor
vehicle to and from the Valente and the Peet Parcels to Quarry Road
and for the installation and maintenance of any and all utilities
needed to serve the Peet Parcels.

3. The use of the "Easement Area" shall be restricted to travel by the owners of the Valente and Peet Parcels and their respective family members, servants, guests, agents, employees and business invitees.

4. The owner of the Peet Parcels shall be responsible for the initial construction of the way to be constructed within the "Easement Area" and for the installation of all utilities and drainage facilities, if any and shall return all disturbed areas to their original state including the replacement of any trees and bushes that may have been damaged or removed incident to the construction. Peet shall perform such work in a good and workmanlike manner and shall provide evidence of both workers compensation and liability insurance in a form reasonably acceptable to Valente. After the initial construction, the owners of the Peet Parcels and the Valente Parcel shall bear the responsibility for the maintenance of, repair, reconstruction, and snowplowing of the "Easement Area", utilities, and drainage facilities which may be constructed to serve the "Easement Area" in the following proportions:

a) Peet Parcels: 70%

b) Valente Parcel: 30%

5. The terms "maintenance and repair" shall include, but shall not be limited to, any necessary reconstruction, any expenses of snowplowing and repairs in order to maintain the "Easement Area"

in a good and passable condition, and to maintain the utilities and drainage facilities in a good and workable condition.

6. Any necessary maintenance, repair or reconstruction of the "Easement Area" shall be carried out so that the products of erosion as a result thereof shall not be carried into the storm drainage system.

7. The owners of the Peet Parcels and Valente Parcel shall use the "Easement Area" so as not to restrict or impede the passage of foot or vehicular traffic to the Peet Parcels and Valente Parcel.

8. Peet, their successors and assigns, hereby covenant and agree with Valente, that the "Easement Area" shall not at any time be offered to the Town of Acton as a public way.

9. Valente hereby agrees that she will cooperate with Peet, without any expense to Valente, and will provide a letter indicating she has no objection to Peet's efforts to secure the approval from the Town of Acton for the development of the Peet Parcels for a PCRC for no more than two (2) homes with ancillary structures including an art studio (which shall include the display of artwork outside of the structures located on the premises), including living accommodations for artists-in-residence, which may be used by Peet and her successors for educational and recreational purposes and which may be opened to the public for viewing as well as the sale of

artwork. The use of the Peet Parcels shall be restricted, in perpetuity, to the use of the premises as outlined above.

10. Peet does hereby abandon any and all rights which Peet may have in any rights of way which might have been referred to in prior deeds and/or have been shown on previous plans of record.

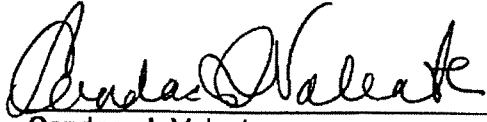
11. Peet shall be permitted to install a mailbox and/or a sculpture within the "Easement Area" so as to identify the entrance to the Peet Parcels, subject to Valente's prior written approval which shall not be unreasonably withheld or delayed.

12. Peet agrees to indemnify Valente from any damage or injury caused to Valente or the Valente Parcel by Peet and Peet's family members, servants, guests, agents, employees and business invitees.

13. Valente and Peet and their respective heirs, successors and assigns, hereby agree to sign such other documents as may be required to accomplish the approvals sought by Peet and as may be required by the Town of Acton or otherwise reasonably required to enable said private way to be used to service said lots.

SIGNATURES ON FOLLOWING PAGE

WITNESS our hands and seals this 6th ^{at March} day of ~~February~~, 2006.



Candace I. Valente



Yin Peet



R. Creighton Peet

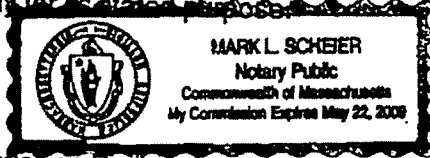
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 12th day of MARCH, 2006, before me, the undersigned Notary Public, personally appeared Candace I. Valente, proved to me through satisfactory evidence of identification, which was:

☒ personally known to me to have the identity claimed; or

☐ examination of Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



[Signature]
Notary Public

My Commission Expires:

[apply seal]

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 10th day of MARCH, 2006, before me, the undersigned Notary Public, personally appeared Yin Peet and R. Creighton Peet, proved to me through satisfactory evidence of identification, which was: ☐ personally known to me to have the identity claimed; or

☐ examination of Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose.

[Signature]
Notary Public

My Commission Expires:

[apply seal]